

# EXHIBIT E

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Attorney for Relator

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

[UNDER SEAL];

Plaintiffs,

vs.

[UNDER SEAL];

Defendants.

Case No.:

COMPLAINT FOR VIOLATIONS OF  
THE FALSE CLAIMS ACT

DEMAND FOR JURY TRIAL

{FILED IN CAMERA AND UNDER SEAL  
PURSUANT TO 31 U.S.C. § 3730(b)(2)}

COMPLAINT

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA *ex rel.* PPP  
ELIGIBILITY EXPERTS LLC,

Plaintiffs,

*vsy.*

NAPLETON'S NAPLETON'S ARLINGTON  
HEIGHTS MOTORS, INC. dba  
NAPLETON'S NAPLETON'S ARLINGTON  
HEIGHTS CHRYSLER DODGE JEEP RAM;  
ED NAPLETON ELMHURST IMPORTS,  
INC. dba ED NAPLETON ACURA; ED  
NAPLETON WESTMONT IMPORTS, INC.  
dba NAPLETON WESTMONT PORSCHE;  
NAPLETON'S NAPLETON'S AUTOWERKS,  
INC. dba LOVES PARK MERCEDES;  
NAPLETON'S NAPLETON'S RIVER OAKS  
MOTORS, INC. dba  
NAPLETON'S NAPLETON'S RIVER OAKS  
CHRYSLER DODGE JEEP RAM; ED  
NAPLETON CALUMET CITY IMPORTS,  
INC. dba NAPLETON RIVER OAKS  
HYUNDAI; NAPLETON AUTOMOTIVE OF  
URBANA, LLC dba GENESIS OF URBANA,  
NAPLETON'S NAPLETON'S AUTO PARK  
OF URBANA, NAPLETON'S NAPLETON'S  
URBANA MITSUBISHI,  
NAPLETON'S NAPLETON'S HYUNDAI OF  
URBANA, NAPLETON'S NAPLETON'S KIA  
OF URBANA, NAPLETON'S NAPLETON'S  
MAZDA OF URBANA,  
NAPLETON'S NAPLETON'S  
VOLKSWAGEN OF URBANA;  
NAPLETON'S NAPLETON'S

Case No.: 1:24-cv-09837

Judge: Honorable Jeffrey I. Cummings

Magistrate Judge: Honorable Young B. Kim

**FIRST AMENDED COMPLAINT FOR  
VIOLATIONS OF THE FALSE CLAIMS  
ACT INCLUDING:**

**(1) CAUSE OF ACTION FOR  
SUBMISSION OF FALSE CLAIM 31**

**U.S.C. § 3729(a)(1)(A);**

**(2) CAUSE OF ACTION FOR FALSE  
STATEMENT IN SUPPORT OF FALSE**

**CLAIM 31 U.S.C. § 3729(a)(1)(B);**

**(3) CAUSE OF ACTION FOR  
CONSPIRACY TO VIOLATE THE**

**FALSE CLAIMS ACT 31 U.S.C. §**

**3729(a)(1)(C); AND**

**(4) CAUSE OF ACTION FOR  
AVOIDANCE OF OBLIGATION TO PAY  
GOVERNMENT 31 U.S.C. § 3729(a)(1)(G)**

**DEMAND FOR JURY TRIAL**

**{FILED IN CAMERA AND UNDER SEAL  
PURSUANT TO 31 U.S.C. § 3730(b)(2)}**

1 SCHAUMBURG PONTIAC-GMC INC. dba  
 2 NAPLETON'S NAPLETON'S  
 3 SCHAUMBURG BUICK GMC; NAPLETON  
 4 MOTOR CORP dba NAPLETON SUBARU,  
 5 PORSCHE ROCKFORD; NAPLETON  
 6 URBANA IMPORTS LLC dba  
 7 NAPLETON'S NAPLETON'S AUTO PARK  
 8 OF URBANA, NAPLETON'S NAPLETON'S  
 9 TOYOTA OF URBANA,  
 10 NAPLETON'S NAPLETON'S SCION OF  
 11 URBANA; NAPLETON'S NAPLETON'S  
 12 PARK RIDGE LINCOLN INC. dba  
 13 NAPLETON LINCOLN;  
 14 NAPLETON'S NAPLETON'S RIVER OAKS  
 15 CADILLAC, INC. dba  
 16 NAPLETON'S NAPLETON'S RIVER OAKS  
 17 CADILLAC; NAPLETON'S NAPLETON'S  
 18 SCHAUMBURG SUBARU INC. dba  
 19 NAPLETON'S NAPLETON'S  
 20 SCHAUMBURG SUBARU;  
 21 NAPLETON'S NAPLETON'S  
 22 COUNTRYSIDE MOTORS, INC. dba  
 23 NAPLETON'S NAPLETON'S  
 24 COUNTRYSIDE MAZDA; NAPLETON  
 25 SCHAUMBURG MOTORS, INC. dba  
 26 NAPLETON'S NAPLETON'S  
 27 SCHAUMBURG MAZDA; NAPLETON  
 28 LIBERTYVILLE, INC. dba NAPLETON  
 MAZDA OF LIBERTYVILLE;  
NAPLETON'S NAPLETON'S AUTOWERKS  
 OF BOURBONNAIS, INC. dba MERCEDES-  
 BENZ OF BOURBONNAIS;  
NAPLETON'S NAPLETON'S PALATINE  
 MOTORS HOLDING, INC. dba  
NAPLETON'S NAPLETON'S PALATINE  
 MAZDA; FRAN NAPLETON LINCOLN,  
 INC. dba NAPLETON LINCOLN OF BLUE  
 ISLAND; ED NAPLETON OAK LAWN  
IMPORTS, INC. dba ED NAPLETON  
HONDA IN OAK LAWN; NAPLETON  
AURORA IMPORTS, INC. dba  
NAPLETON'S VALLEY HYUNDAI;  
NAPLETON'S GOLDCOAST IMPORTS,  
INC. dba NAPLETON'S ASTON MARTIN  
DOWNERS GROVE, NAPLETON  
MASERATI DOWNERS GROVE; STEVE  
FOLEY CADILLAC, INC.; NAPLETON 1050,  
INC. dba NAPLETON CADILLAC OF  
LIBERTYVILLE; NAPLETON 6677, INC. dba  
LAND ROVER ROCKFORD, JAGUAR  
ROCKFORD; NAPLETON FLEET, INC. dba  
NAPLETON FLEET GROUP; NORTH  
AMERICAN AUTOMOTIVE SERVICES,

1 INC. dba CASH4TECHS; OAK HILL  
 2 MARKETING; SESSLER FORD, INC. dba  
 3 NAPLETON FORD LIBERTYVILLE;  
 4 NAPLETON CARMEL MOTORS, LLC dba  
 5 NAPLETON HYUNDAI OF CARMEL;  
 6 NAPLETON'S NAPLETON'S AUTOWERKS  
 7 OF INDIANA, INC. dba NAPLETON  
 8 SCHERERVILLE MERCEDES; NAPLETON  
 9 FISHERS IMPORTS, LLC dba NAPLETON  
 10 KIA OF FISHERS; NAPLETON CARMEL  
 11 IMPORTS, LLC dba NAPLETON KIA OF  
 12 CARMEL; NAPLETON 1301 INC. dba  
 13 NAPLETON NISSAN SCHERERVILLE;  
 14 NAPLETON ITALIAN IMPORTS, LLC dba  
 15 NAPLETON MASERATI OF  
 16 INDIANAPOLIS, NAPLETON ALFA  
 17 ROMEO OF INDIANAPOLIS; NAPLETON  
 18 TWIN CITIES IMPORTS LLC dba LEXUS  
 19 OF WAYZATA; NAPLETON WAYZATA  
 20 MOTORS, LLC dba CHEVROLET OF  
 21 WAYZATA; NAPLETON ROCHESTER  
 22 IMPORTS, LLC dba MERCEDES-BENZ OF  
 23 ROCHESTER; ED NAPLETON ST. LOUIS  
 24 IMPORTS, INC. dba ED NAPLETON  
 25 HONDA ST PETERS;  
 26 NAPLETON'S NAPLETON'S MID RIVERS  
 27 MOTORS, INC. dba  
 28 NAPLETON'S NAPLETON'S MID RIVERS  
 CHRYSLER DODGE JEEP RAM FIAT;  
 NAPLETON HAZELWOOD IMPORTS, LLC  
 dba NAPLETON HYUNDAI; NAPLETON  
 MID RIVERS IMPORTS INC. dba  
NAPLETON'S NAPLETON'S MID RIVERS  
 KIA; NAPLETON ST. LOUIS IMPORTS,  
 LLC dba NAPLETON ST. LOUIS NISSAN;  
 NAPLETON AUTOWERKS MISSOURI, INC.  
 dba PORSCHE SPRINGFIELD; NAPLETON  
 WYOMING VALLEY IMPORTS, LLC INC.  
 dba WYOMING VALLEY BMW, AUDI  
 WYOMING VALLEY, SUBARU WYOMING  
 VALLEY; NAPLETON'S ELLWOOD  
MOTORS, INC. dba NAPLETON ELLWOOD  
CITY CHRYSLER DODGE JEEP RAM;  
 NAPLETON BROOKFIELD IMPORTS, LLC  
 dba TOYOTA OF BROOKFIELD;  
 NAPLETON BLUEMOUND IMPORTS, LLC  
 dba LEXUS OF BROOKFIELD; NAPLETON  
 AUTOWERKS WISCONSIN, INC. dba  
 NAPLETON CHEVROLET COLUMBUS;  
NAPLETON'S NAPLETON'S NORTH PALM  
 AUTO PARK, INC dba  
NAPLETON'S NAPLETON'S NORTHLAKE  
 CHRYSLER DODGE JEEP RAM;

1 NAPLETON ENTERPRISES, LLC dba  
 2 NAPLETON KISSIMMEE CHRYSLER  
 3 DODGE JEEP RAM;  
 4 NAPLETON'S NAPLETON'S PALM BEACH  
 5 IMPORTS, LLC dba  
 6 NAPLETON'S NAPLETON'S PALM BEACH  
 7 ACURA; EFN WEST PALM MOTOR SALES,  
 8 LLC dba NAPLETON'S WEST PALM  
 9 HYUNDAI; NAPLETON ORLANDO  
 10 IMPORTS LLC dba  
 11 NAPLETON'S NAPLETON'S  
 12 VOLKSWAGEN OF ORLANDO;  
 13 NAPLETON SANFORD IMPORTS, LLC dba  
 14 NAPLETON'S VOLKSWAGEN OF  
 15 SANFORD; NORTH PALM MOTORS, LLC  
 16 dba NAPLETON NORTHLAKE KIA; NORTH  
 17 PALM HYUNDAI, LLC dba NAPLETON'S  
 18 NORTH PALM HYUNDAI; CLERMONT  
 19 MOTORS, LLC dba NAPLETON  
 20 CLERMONT CHRYSLER JEEP DODGE  
 21 RAM; AUGUSTA IMPORTS, LLC dba  
 22 NAPLETON INFINITI OF AUGUSTA;  
 23 MACON IMPORTS, LLC dba INFINITI OF  
 24 MACON; EFN WESTMONT REAL ESTATE  
 25 HOLDINGS LLC; EFN LANSING  
 26 PROPERTY LLC; EFN URBANA  
 27 PROPERTIES LLC;  
 28 NAPLETON'S NAPLETON PROPERTIES  
 29 LLC dba NAPLETON'S ROCKFORD  
 30 PROPERTIES LLC; SEDLEY SEDGLEY  
 31 PARTNERS LLC; EFN CARMEL  
 32 PROPERTIES LLC; EFN FISHERS  
 33 PROPERTIES LLC; EFN IMPORT  
 34 PROPERTIES LLC; EFN WAYZATA  
 35 PROPERTIES LLC; EFN ST PETERS  
 36 PROPERTY II LLC; EFN 4951 EXECUTIVE  
 37 CENTRE PROPERTY LLC; EFN ST. LOUIS  
 38 PROPERTY LLC; NAPLETON EQUITIES  
 39 LLC; EFN BROOKFIELD PROPERTY LLC;  
 40 EFN BLUEMOUND PROPERTY LLC; 100  
 41 WEST GOLF LLC; EFN HAZELWOOD  
 42 PROPERTIES LLC; NAPLETON  
 43 INVESTMENT PARTNERSHIP LP; EFN  
 44 ROCHESTER PROPERTIES LLC; EFN  
 45 HAZELWOOD PROPERTIES LLC; EFN  
 46 WYOMING VALLEY PROPERTIES LLC;  
 47 EFN ELLWOOD PROPERTY LLC; EFN  
 48 DOWNERS GROVE PROPERTY LLC; EFN  
 49 AURORA PROPERTY LLC; EDWARD F.  
 50 NAPLETON; MAUREEN NAPLETON;  
 51 STEPHEN R. NAPLETON; WILLIAM F.  
 52 NAPLETON; CHRISTOPHER NAPLETON;

1 PAUL NAPLETON; BRIAN NAPLETON;  
2 KATHERINE NAPLETON; KEN STEVENS

3 Defendants.  
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COMPLAINT

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Pursuant to the False Claims Act 31 U.S.C. §§ 3729 *et seq.*, PPP Eligibility Experts LLC, on behalf of the United States of America, alleges the following:

### **I. INTRODUCTION**

1. The United States Congress passed the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act to help stabilize the economy during the COVID-19 pandemic. The CARES Act created the Paycheck Protection Program (“PPP”) to provide necessary payroll cost support for eligible small businesses. Millions of applicants collectively received hundreds of billions of dollars through PPP loans. PPP loan applications were processed by lenders who relied on representations made by applicants including certifications of eligibility. PPP loan applicants were later able to apply for forgiveness by certifying that PPP loan proceeds were used for eligible purposes.

2. Napleton’s Arlington Heights Motors, Inc. doing business as Napleton's Napleton's Arlington Heights Chrysler Dodge Jeep RamRAM, Ed Napleton Elmhurst Imports, Inc. doing business as Ed Napleton Acura, Ed Napleton Westmont Imports, Inc. doing business as Ed Napleton Westmont Porsche, Napleton's Napleton's Autowerks, Inc. doing business as Loves Park Mercedes, Napleton's Napleton's River Oaks Motors, Inc. doing business as Napleton's Napleton's River Oaks Chrysler Dodge Jeep RAM, Ed Napleton Calumet City Imports, Inc. doing business as Napleton River Oaks Hyundai, Napleton Automotive of Urbana, LLC doing business as Genesis of Urbana, Napleton's Napleton's Auto Park of Urbana, Napleton's Napleton's Urbana Mitsubishi, Napleton's Napleton's Hyundai of Urbana, Napleton's Napleton's Kia of Urbana, Napleton's Napleton's Mazda of Urbana, Napleton's Napleton's Volkswagen of Urbana, Napleton’s Schaumburg Pontiac-GMC Inc. doing business as Napleton's Napleton's Schaumburg Buick GMC, Napleton Motor Corp. doing business as Napleton Subaru, Porsche Rockford, Napleton Urbana Imports LLC doing business as Napleton's Napleton's Auto Park of Urbana, Napleton's Napleton's Toyota of Urbana, Napleton's Napleton's Scion of Urbana, Napleton’s Park Ridge Lincoln Inc. doing business as Napleton Lincoln, Napleton’s River Oaks Cadillac, Inc. doing business as Napleton's Napleton's

1 River Oaks Cadillac, Napleton's Schaumburg Subaru, Inc. doing business as  
 2 ~~Napleton's~~ Napleton's Schaumburg Subaru, Napleton's Countryside Motors, Inc. doing business  
 3 as ~~Napleton's~~ Napleton's Countryside Mazda, Napleton Schaumburg Motors, Inc. doing business  
 4 as ~~Napleton's~~ Napleton's Schaumburg Mazda, Napleton Libertyville, Inc. doing business as  
 5 Napleton Mazda of Libertyville, Napleton's Autowerks of Bourbonnais, Inc. doing business as  
 6 Mercedes-Benz of Bourbonnais, Napleton's Palatine Motors-Holding, Inc. doing business as  
 7 ~~Napleton's~~ Napleton's Palatine Mazda, Fran Napleton Lincoln, Inc. doing business as Napleton  
 8 Lincoln of Blue Island, Ed Napleton Oak Lawn Imports, Inc. doing business as Ed Napleton  
 9 Honda in Oak Lawn, Napleton Aurora Imports, Inc. doing business as Napleton's Valley  
 10 Hyundai, Napleton's Goldcoast Imports, Inc. doing business as Napleton's Aston Martin  
 11 Downers Grove, Napleton Maserati Downers Grove, Steve Foley Cadillac, Inc., Napleton 1050,  
 12 Inc. doing business as Napleton Cadillac of Libertyville, Napleton 6677, Inc. doing business as  
 13 Land Rover Rockford, Jaguar Rockford, Napleton Fleet, Inc. doing business as Napleton Fleet  
 14 Group, North American Automotive Services, Inc. doing business as Cash4Techs, Oak Hill  
 15 Marketing, Sessler Ford, Inc. doing business as Napleton Ford Libertyville, Napleton Carmel  
 16 Motors, LLC doing business as Napleton Hyundai of Carmel, Napleton's Autowerks of Indiana,  
 17 Inc. doing business as Napleton Schererville Mercedes, Napleton Fishers Imports, LLC doing  
 18 business as Napleton Kia of Fishers, Napleton Carmel Imports, LLC doing business as Napleton  
 19 Kia of Carmel, Napleton 1301, Inc. doing business as Napleton Nissan Schererville, Napleton  
 20 Italian Imports, LLC doing business as Napleton Maserati of Indianapolis, Napleton Alfa Romeo  
 21 of Indianapolis, Napleton Twin Cities Imports, LLC doing business as Lexus of Wayzata,  
 22 Napleton Wayzata Motors, LLC doing business as Chevrolet of Wayzata, Napleton Rochester  
 23 Imports, LLC doing business as Mercedes-Benz of Rochester, Ed Napleton St. Louis Imports,  
 24 Inc. doing business as Ed Napleton Honda St Peters, Napleton's Mid Rivers Motors, Inc. doing  
 25 business as ~~Napleton's~~ Napleton's Mid Rivers Chrysler Dodge Jeep RAM Fiat, Napleton  
 26 Hazelwood Imports, LLC doing business as Napleton Hyundai, Napleton Mid Rivers Imports,  
 27 Inc. doing business as ~~Napleton's~~ Napleton's Mid Rivers Kia, Napleton St. Louis Imports, LLC  
 28

1 doing business as Napleton St. Louis Nissan, Napleton Autowerks Missouri, Inc. doing business  
 2 as Porsche Springfield, Napleton Wyoming Valley Imports, Inc. doing business as Wyoming  
 3 Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley, Napleton's Ellwood Motors,  
 4 Inc. doing business as Napleton Ellwood City Chrysler Dodge Jeep RAM, Napleton Brookfield  
 5 Imports, LLC doing business as Toyota of Brookfield, Napleton Bluemound Imports, LLC doing  
 6 business as Lexus of Brookfield, Napleton Autowerks Wisconsin, Inc. doing business as  
 7 Napleton Chevrolet Columbus, Napleton's North Palm Auto Park, Inc. doing business as  
 8 ~~Napleton's~~Napleton's Northlake Chrysler Dodge Jeep RAM, Napleton Enterprises, LLC doing  
 9 business as Napleton Kissimmee Chrysler Dodge Jeep RAM, Napleton's Palm Beach Imports,  
 10 LLC doing business as ~~Napleton's Palm Beach Acura, Napleton Orlando Imports, LLC doing~~  
 11 ~~business as Napleton's Volkswagen of Orlando~~Napleton's Palm Beach Acura, EFN West Palm  
 12 Motor Sales, LLC dba Napleton's West Palm Hyundai, Napleton Orlando Imports, LLC doing  
 13 business as Napleton's Volkswagen of Orlando, Napleton Sanford Imports, LLC doing business  
 14 as Napleton's Volkswagen of Sanford, North Palm Motors, LLC doing business as Napleton  
 15 Northlake Kia, North Palm Hyundai, LLC doing business as Napleton's North Palm Hyundai,  
 16 Clermont Motors, LLC doing business as Napleton Clermont Chrysler Jeep Dodge RAM,  
 17 Augusta Imports, LLC doing business as Napleton Infiniti of Augusta, Macon Imports, LLC  
 18 doing business as Infiniti of Macon, EFN Westmont Real Estate Holdings LLC, EFN Lansing  
 19 Property LLC, EFN Urbana Properties LLC, ~~Napleton's~~Napleton Properties LLC fka Napleton's  
 20 Rockford Properties LLC, ~~Sedley~~Sedgley Partners LLC, EFN Carmel Properties LLC, EFN  
 21 Fishers Properties LLC, EFN Import Properties LLC, EFN Wayzata Properties LLC, EFN St  
 22 Peters Property II LLC, EFN 4951 Executive Centre Property LLC, EFN St. Louis Property  
 23 LLC, Napleton Equities LLC, EFN Brookfield Property LLC, EFN Bluemound Property LLC,  
 24 100 West Golf LLC, EFN Hazelwood Properties LLC, Napleton Investment Partnership LP,  
 25 EFN Rochester Properties LLC, EFN Hazelwood Properties LLC, EFN Wyoming Valley  
 26 Properties LLC, EFN Ellwood Property LLC, EFN Downers Grove Property LLC, EFN Aurora  
 27 Property LLC, Edward F. Napleton, Maureen Napleton, Stephen R. Napleton, William F.

1 Napleton, Christopher Napleton, Paul Napleton, Brian Napleton, Katherine Napleton, and Ken  
 2 Stevens (the “Defendants”) committed fraud in PPP applications totaling at least \$37,413,075  
 3 50,692,910 of PPP loans and forgiveness applications for these loans. Lenders also received ~~tens~~  
 4 ~~of thousands of dollars~~ an estimated approximately \$1,609,814 in loan processing fees.

5 3. Napleton Auto Group is one of the largest automobile dealerships in the United  
 6 States. Affiliated entities of Napleton Auto Group have dozens of dealerships in Illinois and  
 7 other states. Affiliated entities of Napleton Auto Group have thousands of employees, hold  
 8 interests in valuable real estate worth ~~tens of millions of dollars~~ over \$174 million, in addition to  
 9 any interests in automobiles on their dealership lots, ~~and~~ Affiliated entities of Napleton Auto  
 10 Group earn many millions of dollars of income selling and servicing automobiles, in addition to  
 11 any income obtained from leasing their real estate to their dealerships. Per Napleton Auto Group  
 12 websites: Napleton Auto Group is a single family-owned auto group with over seventy dozens of  
 13 dealerships across sevens several states. See Napleton Auto Group,  
 14 <https://www.ednapleton.com/ed-napleton-auto-group-history.htm>,  
 15 <https://www.shopnapleton.com/about-us>, and <http://www.napleton.com/about.php> (last visited  
 16 October 7, 2024).

17 4. PPP loan applications did not reflect the true size of affiliated entities of Napleton  
 18 Auto Group. Instead, affiliated entities of Napleton Auto Group knowingly falsely claimed  
 19 eligibility for PPP loans and supported their applications with documents that did not reveal  
 20 information on their true number of employees, tangible net worth, income, and economic need.  
 21 The Napleton Auto Group has over \$3 several billion dollars of revenue annually, did not have a  
 22 COVID-19 downturn (their sales and revenue steadily increased from 2019 to 2021), and their  
 23 raking among dealerships stayed ~~steady throughout this period~~ steadily high throughout this  
 24 period. Moreover, Napleton Auto Group acquired additional automobile dealerships throughout  
 25 the relevant period. Automotive News Research & Data Center (2024). Below is a table showing  
 26 group size and revenue data for just the dealerships led by one of the Napleton family members,  
 27 which is supported by documentation in Exhibit A.  
 28

Table 1: ~~Defendants' Dealership~~ Defendant Dealerships' Group Size and Revenue Data

Year	Total Number of Dealerships	Total Units Sold	Group Revenue	Ranking
2019	51	103,432	\$3,029,593,252	17
2020	52	111,453	\$3,347,299,647	13
2021	55	122,834	\$4,154,271,483	13

See Automotive News Research & Data Center (2024).

5. ~~In addition to their size,~~ Napleton Auto Group was also ineligible for PPP loans because ~~they racially discriminated against customers~~ of their continuous illegal sales practices that were taking place contemporaneously with their PPP loan borrowing. See Federal Trade Commission and State of Illinois Settlement with Napleton Auto Group (2022). When affiliated entities of Napleton Auto Group applied for PPP loans, they certified that they were not involved in illegal activities. However, ~~racial discrimination is a violation of the illegal sales practices of Napleton Auto Group violated~~ the United States Equal Credit Opportunity Act, Civil Rights laws aimed at stopping racial discrimination as the sales practices specifically targeted Black and Latino customers, the Federal Trade Commission Act, the Truth in Lending Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act. ~~This~~ These illegal ~~discrimination sales practices~~ ultimately forced the Napleton Auto Group to reach a \$10 million settlement with the Federal Trade Commission ~~and State of Illinois, which was record-setting for an auto dealership case.~~ See Federal Trade Commission and State of Illinois Settlement with Napleton Auto Group (2022). The illegal activity ~~also~~ made affiliated entities of Napleton Auto

1 Group ineligible for the ~~\$37,413,075~~at least \$50,692,910 of PPP funds that they received ~~and~~  
 2 ~~affiliated entities of Napleton Auto Group should not have certified that they were not involved~~  
 3 ~~in illegal activities.~~

4 6. Such false claims and statements of affiliated entities of Napleton Auto Group  
 5 were material in affiliated entities of Napleton Auto Group receiving PPP loans and lenders  
 6 receiving loan processing fees. Without these false claims and statements, affiliated entities of  
 7 Napleton Auto Group would not have received PPP loans and their lenders would not have  
 8 received loan processing fees. These claims and statements thus violate the False Claims Act, §§  
 9 31 U.S.C. 3729 *et seq.*

10 7. PPP Eligibility Experts LLC (the “Relator”) brings this action on behalf of the  
 11 United States of America against affiliated entities of Napleton Auto Group for treble damages  
 12 and civil penalties arising from the Defendants’ false claims in violation of the False Claims Act,  
 13 31 U.S.C. §§ 3729 *et seq.*

## 14 II. PARTIES

15 8. Relator PPP Eligibility Experts LLC was formed to identify ~~applicants who~~  
 16 ~~fraudulently obtained PPP funds. PPP loan applicants who fraudulently obtained PPP funds and~~  
 17 ~~sought forgiveness of said funds. Relator used a series of public and non-public sources to~~  
 18 ~~independently research and investigate the representations made by PPP loan applicants. The~~  
 19 ~~many sources that Relator used in their investigation include, but are not limited to: (i) Crexi, a~~  
 20 ~~subscription-based commercial real estate database and brokerage platform used by real estate~~  
 21 ~~professionals; (ii) PropertyShark, a subscription-based real estate database and research tool used~~  
 22 ~~by real estate professionals; (iii) Automotive News Research & Data Center, a subscription-~~  
 23 ~~based research tool and database used by the automotive industry; (iv) various secretary of state~~  
 24 ~~databases containing business entity records; (v) voluminous datasets containing information on~~  
 25 ~~PPP loans; and (vi) court records, FOIA requests, and dealership reviews regarding Defendants’~~  
 26 ~~illegal and discriminatory sales practices.~~ Relying on their finance, real estate, property  
 27 management, legal, and other pertinent expertise, Relator ~~serves as analyzed~~ the ~~original~~

1 ~~source~~various sources of information ~~identifying applicants who fraudulently obtained PPP funds~~  
 2 and ~~sought forgiveness~~synthesized, explained, and detailed Defendants' frauds in extensive  
 3 tables with hundreds of said fundspages of supporting documents. Relator's principal place of  
 4 business is in Irvine, California.

5 9. Defendant Napleton's Arlington Heights Motors, Inc. doing business as  
 6 ~~Napleton's~~Napleton's Arlington Heights Chrysler Dodge Jeep ~~Ram~~RAM is an automobile  
 7 dealership located at 1155 W Dundee Rd, Arlington Heights, IL 60004.

8 10. Defendant Ed Napleton Elmhurst Imports, Inc. doing business as Ed Napleton  
 9 Acura is an automobile dealership located at 745 West Lake St, Elmhurst, IL 60126.

10 11. Defendant Ed Napleton Westmont Imports, Inc. doing business as Ed Napleton  
 11 Westmont Porsche is an automobile dealership located at 201 E Ogden Ave, Westmont, IL  
 12 60559.

13 12. Defendant ~~Napleton's~~Napleton's Autowerks, Inc. doing business as Loves Park  
 14 Mercedes is an automobile dealership located at 6600 E Riverside Blvd, Loves Park, IL 61111.

15 13. Defendant ~~Napleton's~~Napleton's River Oaks Motors, Inc. doing business as  
 16 ~~Napleton's~~Napleton's River Oaks Chrysler Dodge Jeep RAM is an automobile dealership located  
 17 at 17225 Torrence Ave, Lansing, IL 60438.

18 14. Defendant Ed Napleton Calumet City Imports, Inc. doing business as Napleton  
 19 River Oaks Hyundai is an automobile dealership located at 1985 River Oaks Dr, Calumet City,  
 20 IL 60409.

21 15. Defendant Napleton Automotive of Urbana, LLC doing business as Genesis of  
 22 Urbana, ~~Napleton's~~Napleton's Auto Park of Urbana, ~~Napleton's~~Napleton's Urbana Mitsubishi,  
 23 ~~Napleton's~~Napleton's Hyundai of Urbana, ~~Napleton's~~Napleton's Kia of Urbana,  
 24 ~~Napleton's~~Napleton's Mazda of Urbana, ~~Napleton's~~Napleton's Volkswagen of Urbana is an  
 25 automobile dealership located at 1111 Napleton Way, Urbana, IL 61802.

26 16. Defendant Napleton's Schaumburg Pontiac-GMC Inc. doing business as  
 27 ~~Napleton's~~Napleton's Schaumburg Buick GMC located at 100 W Golf Rd, Schaumburg, IL  
 28



1 60195.

2 17. Napleton Motor Corp. doing business as Napleton Subaru, Porsche Rockford is an  
3 automobile dealership located at 505 N Perryville Rd, Rockford, IL 61107.

4 18. Defendant Napleton Urbana Imports LLC doing business as ~~Napleton's~~Napleton's  
5 Auto Park of Urbana, ~~Napleton's~~Napleton's Toyota of Urbana, ~~Napleton's~~Napleton's Scion of  
6 Urbana is an automobile dealership located at 1111 Napleton Way, Urbana, IL 61802.

7 19. Defendant Napleton's Park Ridge Lincoln Inc. doing business as Napleton  
8 Lincoln is an automobile dealership located at 1610 Waukegan Rd, Glenview, IL 60025.

9 20. Defendant Napleton's River Oaks Cadillac, Inc. doing business as  
10 ~~Napleton's~~Napleton's River Oaks Cadillac is an automobile dealership located at 1777 River  
11 Oaks Dr, Calumet City, IL 60409.

12 21. Defendant Napleton's Schaumburg Subaru, Inc. doing business as  
13 ~~Napleton's~~Napleton's Schaumburg Subaru is an automobile dealership located at 919 W Higgins  
14 Rd, Schaumburg, IL 60195.

15 22. Defendant Napleton's Countryside Motors, Inc. doing business as  
16 ~~Napleton's~~Napleton's Countryside Mazda is an automobile dealership located at 6060 S La  
17 Grange Rd, Countryside, IL 60525.

18 23. Defendant Napleton Schaumburg Motors, Inc. doing business as  
19 ~~Napleton's~~Napleton's Schaumburg Mazda is an automobile dealership located at 110 W Golf Rd,  
20 Schaumburg, IL 60195.

21 24. Defendant Napleton Libertyville, Inc. doing business as Napleton Mazda of  
22 Libertyville is an automobile dealership located at 1120 S Milwaukee Ave, Libertyville, IL  
23 60048.

24 25. Defendant Napleton's Autowerks of Bourbonnais, Inc. doing business as  
25 Mercedes-Benz of Bourbonnais is an automobile dealership located at 515 William R Latham  
26 Senior Dr, Bourbonnais, IL 60914.

27 26. Defendant Napleton's Palatine Motors-Holding, Inc. doing business as  
28

1 ~~Napleton's~~Napleton's Palatine Mazda is an automobile dealership located at 1811 N Rand Rd,  
2 Palatine, IL 60074.

3 27. Defendant Fran Napleton Lincoln, Inc. doing business as Napleton Lincoln of  
4 Blue Island is an automobile dealership located at 2950 W 127th St, Blue Island, IL 60406.

5 28. Defendant Ed Napleton Oak Lawn Imports, Inc. doing business as Ed Napleton  
6 Honda in Oak Lawn is an automobile dealership located at 5800 W 95th St, Oak Lawn, IL  
7 60453.

8 29. Defendant Napleton Aurora Imports, Inc. doing business as Napleton's Valley  
9 Hyundai is an automobile dealership located at 4333 Ogden Ave, Aurora, IL 60504.

10 30. Defendant Napleton's Goldcoast Imports, Inc. doing business as Napleton's  
11 Aston Martin Downers Grove, Napleton Maserati Downers Grove is an automobile dealership  
12 located at 217 Ogden Ave, Downers Grove, IL 60515.

13 31. Defendant Steve Foley Cadillac, Inc. is an automobile dealership located at 100  
14 Skokie Rd, Northbrook, IL 60091.

15 32. Defendant Napleton 1050, Inc. doing business as Napleton Cadillac of  
16 Libertyville is an automobile dealership located at 1050 S Milwaukee Ave, Libertyville, IL  
17 60048.

18 33. Defendant Napleton 6677, Inc. doing business as Land Rover Rockford, Jaguar  
19 Rockford is an automobile dealership located at 6677 E Riverside Blvd, Rockford, IL 61114.

20 34. Defendant Napleton Fleet, Inc. doing business as Napleton Fleet Group is an  
21 automobile dealership with its principal place of business located at 1 Oakbrook Terrace #515,  
22 Oakbrook Terrace, IL 60181.

23 35. Defendant North American Automotive Services, Inc. doing business as  
24 Cash4Techs is a management company with its principal place of business located at 1 Oakbrook  
25 Terrace #600, Oakbrook Terrace, IL 60181.

26 36. Defendant Oak Hill Marketing is a marketing firm located at 1 Oakbrook Terrace  
27 #700, Oakbrook Terrace, IL 60181.

1        37. Defendant Sessler Ford, Inc. doing business as Napleton Ford Libertyville is an  
2        automobile dealership located at 1010 S Milwaukee Ave, Libertyville, IL 60048.

3        38. Defendant Napleton Carmel Motors, LLC doing business as Napleton Hyundai of  
4        Carmel is an automobile dealership located at 4200 E 96th St, Indianapolis, IN 46240.

5        2939. Defendant Napleton's Autowerks of Indiana, Inc. doing business as Napleton  
6        Schererville Mercedes is an automobile dealership located at 1349 Indianapolis Blvd,  
7        Schererville, IN 46375.

8        3040. Defendant Napleton Fishers Imports, LLC doing business as Napleton Kia of  
9        Fishers is an automobile dealership located at 13417 Britton Park Rd, Fishers, IN 46038.

10       3141. Defendant Napleton Carmel Imports, LLC doing business as Napleton Kia of  
11       Carmel is an automobile dealership located at 3355 Harper Rd, Indianapolis, IN 46240.

12       3242. Defendant Napleton 1301, Inc. doing business as Napleton Nissan Schererville is  
13       an automobile dealership located at 1301 Indianapolis Blvd, Schererville, IN 46375.

14       3343. Defendant Napleton Italian Imports, LLC doing business as Napleton Maserati of  
15       Indianapolis, Napleton Alfa Romeo of Indianapolis is an automobile dealership located at 4180 E  
16       96th St, Indianapolis, IN 46240.

17       3444. Defendant Napleton Twin Cities Imports, LLC doing business as Lexus of  
18       Wayzata is an automobile dealership located at 16100 Wayzata Blvd, Wayzata, MN 55391.

19       3545. Defendant Napleton Wayzata Motors, LLC doing business as Chevrolet of  
20       Wayzata is an automobile dealership located at 16200 Wayzata Blvd, Wayzata, MN 55391.

21       3646. Defendant Napleton Rochester Imports, LLC doing business as Mercedes-Benz of  
22       Rochester is an automobile dealership located at 4447 Canal PL SE, Rochester, MN 55904.

23       3747. Defendant Ed Napleton St. Louis Imports, Inc. doing business as Ed Napleton  
24       Honda St Peters is an automobile dealership located at 4780 N Service Rd, Saint Peters, MO  
25       63376.

26       3848. Defendant Napleton's Mid Rivers Motors, Inc. doing business as  
27       ~~Napleton's~~ Napleton's Mid Rivers Chrysler Dodge Jeep RAM Fiat is an automobile dealership  
28

1 located at 4951 Veterans Memorial Pkwy, Saint Peters, MO 63376.

2 ~~3949~~. Defendant Napleton Hazelwood Imports, LLC doing business as Napleton  
3 Hyundai is an automobile dealership located at 649 Dunn St, Hazelwood, MO 63042.

4 ~~4050~~. Defendant Napleton Mid Rivers Imports, Inc. doing business as  
5 ~~Napleton's~~Napleton's Mid Rivers Kia is an automobile dealership located at 4955 Veterans  
6 Memorial Pkwy, Saint Peters, MO 63376.

7 ~~4151~~. Defendant Napleton St. Louis Imports, LLC doing business as Napleton St. Louis  
8 Nissan is an automobile dealership located at 10964 Page Avenue, St. Louis, MO 63132.

9 ~~4252~~. Napleton Autowerks Missouri, Inc. doing business as Porsche Springfield is an  
10 automobile dealership located at 3508 E Division St, Springfield, MO 65802.

11 ~~4353~~. Defendant Napleton Wyoming Valley Imports, Inc. doing business as Wyoming  
12 Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley is an automobile dealership  
13 located at 1470 Highway 315, Wilkes-Barre, PA 18702.

14 ~~4454~~. Defendant Napleton's Ellwood Motors, Inc. doing business as Napleton Ellwood  
15 City Chrysler Dodge Jeep RAM is an automobile dealership located at 1000 Lawrence Ave,  
16 Ellwood City, PA 16117.

17 ~~55~~. Defendant Napleton Brookfield Imports, LLC doing business as Toyota of  
18 Brookfield is an automobile dealership located at 20655 W Capitol Dr, Brookfield, WI 53045.

19 ~~4556~~. Defendant Napleton Bluemound Imports, LLC doing business as Lexus of  
20 Brookfield is an automobile dealership located at 20001 W Bluemound Rd, Brookfield, WI  
21 53045.

22 ~~4657~~. Defendant Napleton Autowerks Wisconsin, Inc. doing business as Napleton  
23 Chevrolet Columbus is an automobile dealership located at 800 Maple Ave, Columbus, WI  
24 53925.

25 ~~4758~~. Defendant Napleton's North Palm Auto Park, Inc. doing business as  
26 ~~Napleton's~~Napleton's Northlake Chrysler Dodge Jeep RAM is an automobile dealership located  
27 at 3701 Northlake Blvd, Lake Park, FL 33403.

1        4859. Defendant Napleton Enterprises, LLC doing business as Napleton Kissimmee  
2 Chrysler Dodge Jeep RAM is an automobile dealership located at 1460 E Osceola Pkwy,  
3 Kissimmee, FL 34744.

4        4960. Defendant Napleton's Palm Beach Imports, LLC doing business as  
5 ~~Napleton's~~Napleton's Palm Beach Acura is an automobile dealership located at 6870  
6 Okeechobee Blvd, West Palm Beach, FL 33411.

7        5061. Defendant EFN West Palm Motor Sales, LLC doing business as Napleton's West  
8 Palm Hyundai is an automobile dealership located at 2301 Okeechobee Blvd, West Palm Beach,  
9 FL 33409.

10        62. Defendant Napleton Orlando Imports, LLC doing business as  
11 ~~Napleton's~~Napleton's Volkswagen of Orlando is an automobile dealership located at 12700 E  
12 Colonial Dr, Orlando, FL 32826.

13        5163. Defendant Napleton Sanford Imports, LLC doing business as Napleton's  
14 Volkswagen of Sanford is an automobile dealership located at 4175 S Orlando Dr, Sanford, FL  
15 32773.

16        64. Defendant North Palm Motors, LLC doing business as Napleton Northlake Kia is  
17 an automobile dealership located at 3626 Northlake Blvd, Palm Beach Gardens, FL 33403.

18        65. Defendant North Palm Hyundai, LLC doing business as Napleton's North Palm  
19 Hyundai is an automobile dealership located at 3703 Northlake Blvd, Palm Beach Gables, FL  
20 33403.

21        66. Defendant Clermont Motors, LLC doing business as Napleton Clermont Chrysler  
22 Jeep Dodge RAM is an automobile dealership located at 15859 State Rd 50, Clermont, FL  
23 34711.

24        67. Defendant Augusta Imports, LLC doing business as Napleton Infiniti of Augusta  
25 is an automobile dealership located at 3315 Washington Rd, Augusta, GA 30907.

26        68. Defendant Macon Imports, LLC doing business as Infiniti of Macon is an  
27 automobile dealership located at 4763 Riverside Dr, Macon, GA 31210.  
28

69. Defendant EFN Westmont Real Estate Holdings LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181. This real estate holding company, like the other real estate holding company defendants, holds valuable property outside of the official Napleton Auto Group corporate structure to shield the property from potential liabilities incurred by any connected Napleton Auto Group dealership.

5270. Defendant EFN Lansing Property LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

5371. Defendant EFN Urbana Properties LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

5472. Defendant ~~Napleton's~~ Napleton Properties LLC fka Napleton's Rockford Properties LLC is a real estate holding company with its principal place of business at 2950 W 127th St, Blue Island, IL 60406.

5573. Defendant ~~Sedley~~ Sedgley Partners LLC is a real estate holding company with its principal place of business at 10400 W Higgins #305, Rosemont, IL 60018.

5674. Defendant EFN Carmel Properties LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

5775. Defendant EFN Fishers Properties LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

5876. Defendant EFN Import Properties LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

5977. Defendant EFN Wayzata Properties LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

6078. Defendant EFN St Peters Property II LLC is a real estate holding company with its principal place of business at 4780 N Service Rd, Saint Peters, MO 63376.

79. Defendant EFN 4951 Executive Centre Property LLC is a real estate holding company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL

1 60181.

2 ~~6180.~~ Defendant EFN St. Louis Property LLC is a real estate holding company with its  
3 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

4 ~~6281.~~ Defendant Napleton Equities LLC is a real estate holding company with its  
5 principal place of business at 441 E 4th St, Hinsdale, IL 60521.

6 ~~6382.~~ Defendant EFN Brookfield Property LLC is a real estate holding company with  
7 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

8 ~~6483.~~ Defendant EFN Bluemound Property LLC is a real estate holding company with  
9 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

10 ~~6584.~~ Defendant 100 West Golf LLC is a real estate holding company with its principal  
11 place of business at 110 W Golf Rd, Schaumburg, IL 60195.

12 ~~6685.~~ Defendant EFN Hazelwood Properties LLC is a real estate holding company with  
13 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

14 ~~6786.~~ Defendant Napleton Investment Partnership LP is a real estate holding company  
15 with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

16 ~~87.~~ Defendants EFN Rochester Properties LLC is a real estate holding company with  
17 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

18 ~~88.~~ Defendant EFN Hazelwood Properties LLC is a real estate holding company with  
19 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

20 ~~89.~~ Defendant EFN Wyoming Valley Properties LLC is a real estate holding  
21 company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL  
22 60181.

23 ~~90.~~ Defendant EFN Ellwood Property LLC is a real estate holding company with its  
24 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

25 ~~91.~~ Defendant EFN Downers Grove Property LLC is a real estate holding company  
26 with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

27 ~~92.~~ Defendant EFN Aurora Property LLC is a real estate holding company with its  
28

1 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

2 93. Defendant Edward F. Napleton is an individual who directly controls and owns  
3 most of the Napleton AutomotiveAuto Group dealerships and property where the dealerships  
4 operate.

5 6894. Defendant Maureen Napleton is an individual who is an officer, director, member,  
6 and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property where the  
7 dealerships operate.

8 6995. Defendant Stephen R. Napleton is an individual who is an officer, director,  
9 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property  
10 where the dealerships operate.

11 7096. Defendant William F. Napleton is an individual who is an officer, director,  
12 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property  
13 where the dealerships operate.

14 7197. Defendant Christopher Napleton is an individual who is an officer, director,  
15 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property  
16 where the dealerships operate.

17 7298. Defendant Paul Napleton is an individual who is an officer, director, member,  
18 and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property where the  
19 dealerships operate.

20 7399. Defendant Brian Napleton is an individual who is an officer, director, member,  
21 and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property where the  
22 dealerships operate.

23 74100. Defendant Katherine Napleton is an individual who is an officer, director,  
24 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property  
25 where the dealerships operate.

26 101. Defendant Ken Stevens is an individual who has served as the Chief Financial  
27 Officer for Napleton Auto Group dealerships and/or property where the dealerships operate. He  
28



signed and/or initialed certain PPP loan applications and was listed as the primary contact for certain PPP loan applications.

### **III. JURISDICTION AND VENUE**

~~76~~102. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 31 U.S.C. § 3732(a). The latter section specifically confers subject matter jurisdiction for this type of action, any action under 31 U.S.C. § 3730.

~~77~~103. This Court has personal jurisdiction over the Defendants pursuant to 28 U.S.C. § 1391(b) and 31 U.S.C. § 3732(a) because one or more of the Defendants transacts business in the Northern District of Illinois. Moreover, 31 U.S.C. § 3732(a) allows for nationwide service of process.

~~78~~104. Venue is proper in the Northern District of Illinois pursuant to 31 U.S.C. § 3732(a) and 28 U.S.C. § 1391(b), because one or more of the Defendants transacts business in the Northern District of Illinois. Moreover, events giving rise to this action took place in the Northern District of Illinois.

~~79. — There has been no statutorily relevant public disclosure as articulated in 31 U.S.C. § 3730(e)(4)(A). Relator therefore has direct and independent knowledge of the information on which the allegations set forth in this Complaint are based and is the original source of the allegations contained herein. 31 U.S.C. §§ 3730(e)(4)(A)-(B).~~

~~105. Pursuant to 31 U.S.C. § 3730(b)(2), the Relator must provide the government with a copy of a complaint and written disclosure of substantially all material evidence and material information in their possession. Relator has complied with this requirement by serving a complaint and written disclosure upon the then-United States Attorney for the Northern District of Illinois and upon the then-Attorney General of the United States.~~

~~106. There has been no public disclosure of the specific frauds alleged in this complaint through the statutorily relevant public channels articulated in 31 U.S.C. § 3730(e)(4)(A). While certain limited PPP loan information has been publicly available, prior to the filing of this complaint there was no public disclosure that Defendants committed the specific~~

1 frauds alleged in this complaint. Relator is an original source of the specific frauds alleged herein  
 2 as defined under 31 U.S.C § 3730(e)(4)(B) because Relator voluntarily provided this information  
 3 to the government before the filing of this complaint, and has knowledge that is independent of  
 4 and materially adds to any public disclosure to the extent such disclosure may exist. Relator  
 5 researched and investigated public and non-public sources of information, and synthesized,  
 6 explained, and detailed the specific frauds alleged herein in extensive tables with hundreds of  
 7 pages of supporting documents.

#### 8 **IV. FALSE CLAIMS ACT**

9 80107. The False Claims Act, 31 U.S.C. §§ 3729 *et seq.* was established to allow  
 10 the government to collect money from parties that have made false claims and statements to  
 11 fraudulently obtain government funding.

12 81108. Pursuant to 31 U.S.C. § 3729(a)(1)(A), a party makes a false claim when  
 13 they knowingly present, or cause to be presented, a false or fraudulent claim for payment or  
 14 approval.

15 82109. Pursuant to 31 U.S.C. § 3729(a)(1)(B), a party makes a false statement  
 16 when they knowingly make, use or cause to be made or used, a false record or statement material  
 17 to a false or fraudulent claim.

18 83110. Pursuant to 31 U.S.C. § 3729(a)(1)(C), a party violates the False Claims  
 19 Act when they conspire to commit a violation of particular subparagraphs of the False Claims  
 20 Act, including subparagraphs (a)(1)(A), (B) or (C).

21 84111. Pursuant to 31 U.S.C. § 3729(a)(1)(G), a party knowingly makes, uses, or  
 22 causes to be made or used, a false record or statement material to an obligation to pay or transmit  
 23 money or property to the government, or knowingly conceals or knowingly and improperly  
 24 avoids or decreases an obligation to pay or transit money or property to the government.

25 85112. The term “knowingly” means that a party, with respect to information: (i)  
 26 has actual knowledge of the information; (ii) acts in deliberate ignorance of the truth or falsity of  
 27 the information; or (iii) acts in reckless disregard of the truth or falsity of the information. 31  
 28

U.S.C. § 3729(b)(1)(A). Knowingly does not require proof of specific intent to defraud. 31

U.S.C. § 3729(b)(1)(B).

#### **V. PAYCHECK PROTECTION PROGRAM**

86113. In 2020, the United States Congress passed the CARES Act so that small businesses could obtain relief during the COVID-19 pandemic. The CARES Act ~~allowed for First Draw established the Paycheck Protection Program (“PPP loans with”) to help small businesses keep their employees on payroll during the pandemic. The PPP loan program was administered by the Small Business Administration and had~~ various requirements for different types of businesses. In ~~2021~~late 2020, Congress passed the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act. This Act allowed for ~~Second Draw a second round of~~ PPP loans with ~~very~~increasingly specific requirements for ~~small~~ businesses. Millions of applicants collectively received hundreds of billions of dollars ~~through the Paycheck Protection Program (“in PPP”) which was administered by the Small Business Administration loans~~. While it was the intent of Congress that these funds be used by eligible businesses to support payroll costs, certain ineligible businesses applied for PPP funds and used these funds for purposes that were not the intent of Congress. Moreover, certain ineligible businesses sought loan forgiveness even though they were never eligible for PPP funds and did not use the funds for purposes that were the intent of Congress.

87114. Entities were able to apply for initial PPP loans (i.e., First Draw PPP loans) in 2020.

88115. First Draw PPP loan applications required applicants to certify to the following:

I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from the SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

89116. Within First Draw PPP loan applications, applicants were asked to mark  
Yes or No in response to the following question 3.

Is the Applicant or any owner of the Applicant an owner of any other business, or  
have common management with, any other business? If yes, list all such  
businesses and describe the relationship on a separate sheet identified as  
addendum A.

90117. Addendum A was supposed to include all other businesses with common  
management and ownership, i.e., affiliated entities. Common management and ownership are  
defined in federal regulations 13 C.F.R. §§ 121.103(e) and 121.301(f). If one or more officers,  
directors, managing members or general partners of a business controls the Board of Directors or  
the management of another business, the businesses are affiliated. 13 C.F.R. § 121.103(e).  
Common ownership can be established in a number of ways. This includes owning more than  
50% of multiple businesses or owning 20% or more of a business when owning more than 50%  
of another business in the same 3-digit North American Industry Classification System  
subsector. 13 C.F.R. § 121.301(f). Either common management or ownership is sufficient on  
their own to establish affiliation. Specific rules for calculating the number of employees are also  
set forth in 13 C.F.R. § 121.106. 13 C.F.R. § 121.106.

94118. The CARES Act and federal regulations further specify that applicants  
were only eligible for First Draw PPP loans if affiliated entities had under 500 employees, met a  
pertinent industry size standard, or met the alternative size standard. ~~Napleton Auto Group is  
primarily a Defendant dealerships were mostly~~ new car ~~dealershipdealerships~~ and thus the  
pertinent industry size standard for affiliated entity applicants was the industry size standard for  
new car dealerships. At the time of application, the industry size standard for new car dealerships  
was having less than 200 employees which does not provide any additional flexibility for PPP  
eligibility. U.S. Small Business Administration, Table of Small Business Size Standards, North  
American Industry Classification System Subsector 441110 (August 2019).<sup>1</sup> The alternative size

<sup>1</sup> At the time of application, the used car dealership industry size standard was \$27 million of annual  
receipts. U.S. Small Business Administration, Table of Small Business Size Standards, North American

1 standard required both not having more than \$5 million in average net income after Federal  
 2 income taxes (excluding any carry-over losses) for the two preceding full fiscal years and not  
 3 having more than \$15 million in tangible net worth. If an applicant had either more than \$5  
 4 million in average net income after Federal income taxes (excluding any carry-over losses) for  
 5 the two preceding full fiscal years or more than \$15 million in tangible net worth, the applicant  
 6 was not eligible under the alternative size standard. U.S. Small Business Administration,  
 7 “Paycheck Protection Program Loans Frequently Asked Questions (FAQs)” ~~(“-”)~~, Answer 2 (April  
 8 6, 2020) (pertaining to 13 C.F.R. § 121.301(b)).

9 ~~\_\_\_\_\_92\_\_\_\_\_~~ 119. First Draw PPP loan applications required the applicant to identify  
 10 whether it was a franchise listed on the SBA Franchise Directory. Being listed on the SBA  
 11 Franchise Directory meant that the SBA had reviewed the relevant franchise agreement and  
 12 determined that the franchisor and franchisee were sufficiently independent, so that they were  
 13 not deemed affiliates of each other for purposes of determining the applicant’s eligibility for a  
 14 small business loan. See U.S. Small Business Administration, “The SBA Franchise Directory  
 15 Simplifies Processes to Help Entrepreneurs Access Capital” (2018) (explaining the purpose of  
 16 the SBA Franchise Directory and steps to get on the Directory including emailing the SBA a  
 17 franchise agreement). Prior to the COVID-19 pandemic, if a small business loan applicant’s  
 18 franchisor was already listed on the SBA Franchise Directory, then the applicant was not  
 19 required to re-submit the franchise agreement for full analysis of the franchisor-franchisee  
 20 relationship. Rather, the applicant would merely complete SBA Form 2462 Addendum to  
 21 Franchise Agreement, in which it confirmed that the franchise relationship would not change for  
 22 the duration of the loan term. See SBA Form 2462 (2018).<sup>2</sup> The SBA Form 2462 addendum

23 \_\_\_\_\_  
 24 Industry Classification System Subsector 441120 (August 2019). Even if this industry size standard was  
 25 applied, Napleton Auto Group and affiliated entities’ annual receipts exceeded \$27 million. Applicants  
 26 also included a management office and marketing firm which had industry size standards that would not  
 27 have made either of these types of entities eligible.

<sup>2</sup> By contrast, if a small business loan applicant operated as a franchisee but was not on the SBA  
 28 Franchise Directory, then it had to provide full documentation including its franchise agreement for the  
SBA to review. If the SBA determined that the franchisor dominated the franchisee through ownership or

1 made clear that it “only addresses ‘affiliation’ between the Franchisor and [Franchisee].  
 2 Additionally, the applicant [Franchisee] ... must meet all SBA eligibility requirements.” *Id.* To  
 3 expedite the application process for PPP loans, the CARES Act further streamlined the  
 4 franchisor-franchisee affiliation analysis by waiving the SBA Form 2462 Addendum requirement  
 5 for franchises on the SBA Franchise Directory. 15 U.S.C. 636(a)(36)(D)(iv)(II) (waiving  
 6 “applicable” franchise affiliation in the operative regulatory section).

7 120. For example, Mercedes-Benz being listed on the SBA Franchise Directory meant  
 8 that the SBA had reviewed Mercedes-Benz franchise agreements with dealerships, and  
 9 determined that Mercedes Benz dealerships were sufficiently independent of Mercedes-Benz,  
 10 so that Mercedes-Benz’s employees, assets, and profits were not imputed to dealerships for  
 11 purposes of determining whether a dealership met the size limits for a small business loan. When  
 12 a dealership applied for a small business loan prior to the COVID-19 pandemic, it was required  
 13 to complete SBA Form 2462 Addendum confirming that the dealership would remain  
 14 sufficiently independent of Mercedes-Benz for the duration of the loan term. When the  
 15 dealership applied for a PPP loan, the CARES Act franchise affiliation waiver meant that the  
 16 dealership was not required to complete SBA Form 2462 Addendum, as Mercedes-Benz’s  
 17 inclusion on the SBA Franchise Directory was considered sufficient for purposes of determining  
 18 no affiliation between the dealership and Mercedes-Benz.

19 121. First Draw PPP loan applications also include the following certification:

20 Current economic uncertainty makes this loan request necessary to support the  
 21 ongoing operations of the Applicant.

22 ———93— 122. Government guidance stated, “Borrowers must make this certification in  
 23 good faith, taking into account their current business activity and their ability to access other  
 24 sources of liquidity sufficient to support their ongoing operations in a manner that is not  
 25 significantly detrimental to the business.” U.S. Small Business Administration, “Paycheck

26 \_\_\_\_\_  
 27 control, then the franchisee would be considered an affiliate of the franchisor unless substantial revisions  
 28 were made to the franchise agreement.

1 Protection Program Loans Frequently Asked Questions (FAQs),” Answer 31 (April 23, 2020).

2 123. Businesses that are “part of a single corporate group shall in no event receive  
 3 more than \$20,000,000 of PPP loans in the aggregate.” U.S. Small Business Administration, For  
 4 purposes of this limit, businesses are part of a single corporate group if they are majority owned,  
 5 directly or indirectly, by a common parent. This limitation shall be immediately effective with  
 6 respect to any loan that has not yet been fully disbursed as of April 30, 2020 (footnotes  
 7 omitted).” “For loans that have been partially disbursed, this limitation applies to any additional  
 8 disbursement that would cause the total PPP loans to a single corporate group to exceed \$20  
 9 million.” U.S. Small Business Administration, Interim Rule, “Business Loan Program  
 10 Temporary Changes; Paycheck Protection Program-Requirements-Corporate Groups and Non-  
 11 Bank and Non-Insured Depository Institution Lenders” (2020).

12 94124. First Draw PPP loan applications also required applicants to certify that  
 13 they were “not engaged in any activity that is illegal under federal, state or local law.”

14 95-125. First Draw PPP loan applications prohibited violations of the Equal Credit  
 15 Opportunity Act, stating the following:

16 **Equal Credit Opportunity Act (15 U.S.C. 1691)** – Creditors are prohibited from  
 17 discriminating against credit applicants on the basis of race, color, religion,  
 18 national origin, sex, marital status or age (provided the applicant has the capacity  
 19 to enter into a binding contract); because all or part of the applicant’s income  
 20 derives from any public assistance program; or because the applicant has in good  
 21 faith exercised any right under the Consumer Credit Protection Act.

22 126. First Draw PPP loan applicants also required applicants to certify that “I will  
 23 comply, whenever applicable, with the civil rights and other limitations in this form.”

24 127. First Draw PPP loan applications prohibited racial discrimination in any form,  
 25 stating the following:

26 **Civil Rights (13 C.F.R. 112, 113, 117)** – All businesses receiving SBA financial  
 27 assistance must agree not to discriminate in any business practice, including  
 28 employment practices and services to the public on the basis of categories cited in  
 29 13 C.F.R., Parts 112, 113, and 117 of SBA regulations. All borrowers must  
 30 display the “Equal Employment Opportunity Poster” prescribed by SBA.

128. Lenders received a loan processing fee when processing a First Draw PPP loan. The loan processing fee varied depending on the size of the PPP loan. Before December 27, 2020, the loan processing fee for a loan of no more than \$350,000 was 5% of the loan amount, the loan processing fee for loans of more than \$350,000 and less than \$2,000,000 was 3% of the loan amount, and the loan processing fee for a loan of at least \$2,000,000 was 1% of the loan amount. Nevertheless, lenders were not responsible for statements made in PPP loan applications; this was the responsibility of applicants. During the PPP loan application process, lenders neither provided PPP applications to the government nor informed the government of loan proceed disbursement dates.

129. When applying for forgiveness for a First Draw PPP loan, applicants had to certify that PPP loan proceeds were used for eligible purposes and certify that information provided in all supporting documents and forms was true and correct in all material respects.

96130. Entities were able to apply for additional PPP loans (i.e., second draw PPP loans) in 2021.

97131. Similar to First Draw PPP loan applications, Second Draw PPP loan applications also required applicants to certify to the following:

I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from the SBA is punishable under the law, including under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

98132. Similar to First Draw PPP loan applications, within Second Draw PPP loan applications, Second Draw PPP loan applicants were asked to mark Yes or No in response to the following question 3.

Is the Applicant or any owner of the Applicant an owner of any other business, or have common management (including a management agreement) with any other business? If yes, list all such businesses (including their TINs if available) and describe the relationship on a separate sheet identified as addendum A.



1 ~~99~~133. Addendum A was supposed to include all other businesses with common  
 2 management and ownership, i.e., affiliated entities. Common management and ownership are  
 3 defined in federal regulations 13 C.F.R. §§ 121.103(e) and 121.301(f). If one or more officers,  
 4 directors, managing members or general partners of a business controls the Board of Directors or  
 5 the management of another business, the businesses are affiliated. 13 C.F.R. § 121.103(e).  
 6 Common ownership can be established in a number of ways. This includes owning more than  
 7 50% of multiple businesses or owning 20% or more of a business when owning more than 50%  
 8 of another business in the same 3-digit North American Industry Classification System  
 9 subsector. 13 C.F.R. § 121.301(f). Either common management or ownership is sufficient on  
 10 their own to establish affiliation. Specific rules for calculating the number of employees are in 13  
 11 C.F.R. § 121.106. 13 C.F.R. § 121.106.

12 ~~100~~134. The Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues  
 13 Act and federal regulations further specify that applicants were only eligible for Second Draw  
 14 PPP loans if affiliated entities had under 300 employees, with limited exception. Unlike with the  
 15 First Draw PPP loans, Second Draw applicants were not eligible simply because they met a  
 16 pertinent industry size standard or the alternative size standard. The Second Draw PPP loan  
 17 application makes this abundantly clear in the application itself, stating the following in bold:

18 **Number of Employees (including affiliates, if applicable; may not exceed 300**  
 19 **unless “per location” exception applies):**

20 The applicant must list the number of employees, including affiliates. Moreover, the applicant  
 21 must later certify to meeting this eligibility criteria.

22 ~~101~~135. Second Draw PPP loan applications required the applicant to  
 23 identify whether it was a franchise listed on the SBA Franchise Directory. Being listed on the  
 24 SBA Franchise Directory meant that the SBA had reviewed the relevant franchise agreement and  
 25 determined that the franchisor and franchisee were sufficiently independent, so that they were  
 26 not considered affiliates of each other for purposes of determining eligibility for a small business  
 27 loan. See U.S. Small Business Administration, “The SBA Franchise Directory Simplifies  
 28

Processes to Help Entrepreneurs Access Capital” (2018) (explaining the purpose of the SBA Franchise Directory and steps to get on the Directory including emailing the SBA a franchise agreement). Prior to the COVID-19 pandemic, if a small business loan applicant’s franchisor was already listed on the SBA Franchise Directory, then the applicant was not required to re-submit the franchise agreement for full analysis of the franchisor-franchisee relationship. Rather, the applicant would complete SBA Form 2462 Addendum to Franchise Agreement, in which it confirmed that the franchise relationship would not change for the duration of the loan term. *See* SBA Form 2462 (2018).<sup>3</sup> The SBA Form 2462 addendum made clear that it “only addresses ‘affiliation’ between the Franchisor and [Franchisee]. Additionally, the applicant [Franchisee] ... must meet all SBA eligibility requirements.” *Id.* To expedite the application process for PPP loans, the CARES Act further streamlined the franchisor-franchisee affiliation analysis by waiving the SBA Form 2462 Addendum requirement for franchises on the SBA Franchise Directory. 15 U.S.C. 636(a)(36)(D)(iv)(II) (waiving “applicable” franchise affiliation in the operative regulatory section).

136. For example, Mercedes-Benz being listed on the SBA Franchise Directory meant that the SBA had reviewed Mercedes-Benz franchise agreements with dealerships, and determined that Mercedes Benz dealerships were sufficiently independent of Mercedes-Benz, so that Mercedes-Benz’s employees, assets, and profits were not imputed to dealerships for purposes of determining whether a dealership met the size limits for a small business loan. When a dealership applied for a small business loan prior to the COVID-19 pandemic, it was required to complete SBA Form 2462 Addendum confirming that the dealership would remain sufficiently independent of Mercedes-Benz for the duration of the loan term. When the dealership applied for a PPP loan, the CARES Act franchise affiliation waiver meant that the

<sup>3</sup> By contrast, if a small business loan applicant operated as a franchisee but was not on the SBA Franchise Directory, then it had to provide full information including its franchise agreement for the SBA to review. If the SBA determined that the franchisor dominated the franchisee through ownership or control, then the franchisee would be considered an affiliate of the franchisor unless substantial revisions were made to the franchise agreement.

dealership was not required to complete SBA Form 2462 Addendum, as Mercedes-Benz's inclusion on the SBA Franchise Directory was considered sufficient for purposes of determining no affiliation between the dealership and Mercedes-Benz.

137. As with First Draw PPP loan applications, Second Draw PPP loan applications also include the following certification:

Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

~~102.~~ 138. Government guidance stated, "Borrowers must make this certification in good faith, taking into account their current business activity and their ability to access other sources of liquidity sufficient to support their ongoing operations in a manner that is not significantly detrimental to the business." U.S. Small Business Administration, "Paycheck Protection Program Loans Frequently Asked Questions (FAQs)," Answer 31 (April 23, 2020).

139. For Second Draw PPP loan applications, applicants must also make the following additional certification.

The Applicant has realized a reduction in gross receipts in excess of 25% relative to the relevant comparison time period. For loans greater than \$150,000, Applicant has provided documentation to the lender substantiating the decline in gross receipts. For loans of \$150,000 or less, Applicant will provide documentation substantiating the decline in gross receipts upon or before seeking loan forgiveness for the Second Draw Paycheck Protection Program Loan or upon SBA request.

~~103~~The analysis of a reduction in gross receipts must be made across all affiliated entities.

140. Second Draw PPP loan applications also required applicants to certify that they were "not engaged in any activity that is illegal under federal, state or local law."

~~104.~~ 141. Second Draw PPP loan applications prohibited violations of the Equal Credit Opportunity Act, stating the following:

**Equal Credit Opportunity Act (15 U.S.C. 1691)** – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income

1 derives from any public assistance program; or because the applicant has in good  
2 faith exercised any right under the Consumer Credit Protection Act.

3 142. Second Draw PPP loan applicants also required applicants to certify that “I will  
4 comply, whenever applicable, with the civil rights and other limitations in this form.”

5 143. Second Draw PPP loan applications prohibited racial discrimination in any form,  
6 stating the following:

7 **Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial**  
8 **assistance must agree not to discriminate in any business practice, including**  
9 **employment practices and services to the public on the basis of categories cited in**  
10 **13 C.F.R., Parts 112, 113, and 117 of SBA regulations. All borrowers must**  
11 **display the “Equal Employment Opportunity Poster” prescribed by SBA.**

12 144. For Second Draw PPP loan applications, entities that were part of a single  
13 corporate group were also not allowed to collectively receive more than \$4 million of loans. U.S.  
14 Small Business Administration, “Business Loan Program Temporary Changes; Paycheck  
15 Protection Program Second Draw Loans” (2021).

16 145. Lenders received a loan processing fee when processing a Second Draw PPP loan.  
17 The loan processing fee varied depending on the size of the PPP loan. The loan processing fee  
18 for a loan of no more than \$350,000 was 5% of the loan amount and the loan processing fee for a  
19 loan of more than \$350,000 was 3% of the loan amount. Nevertheless, lenders were not  
20 responsible for statements made in PPP loan applications; this was the responsibility of the  
21 applicants. During the PPP loan application process, lenders neither provided PPP applications to  
22 the government nor informed the government of loan proceed disbursement dates.

23 146. When applying for forgiveness for a Second Draw PPP loan, applicants had to  
24 certify that PPP loan proceeds were used for eligible purposes and certify that information  
25 provided in all supporting documents and forms is true and correct in all material respects.

26 **FALSE CLAIMS AND STATEMENTS WITH PPP APPLICATIONS**

27 **105VI. PPP APPLICATION FRAUDS**

28 147. Through multiple lenders, ~~at least 42~~dozens of dealerships amongst Napleton

Auto Group applied for First Draw PPP loans. Among other reasons, these defendant dealerships were not eligible for First Draw PPP loans because affiliated entities (including those that applied for PPP loans and those that did not apply for PPP loans) collectively had too many employees, held interests in real estate and automobiles worth ~~tens~~hundreds of millions of dollars, and generated too much income. ~~See Propertyshark~~See Crexi (2025) and PropertyShark (2024-2025). Affiliated entities of Napleton Auto Group listed ~~2,6423,556~~ employees across ~~their~~ First Draw PPP applications and those applications did not include employee numbers for ~~dozens of other~~ dealerships. Moreover, affiliated entities of Napleton Auto Group exceeded the \$20 million hard cap for ~~First Draw~~ PPP loans. In addition, affiliated entities of Napleton Auto Group were not eligible for First Draw PPP loans because of their repeated illegal sales practices involved illegal racial discrimination that were taking place contemporaneously with their PPP loan borrowing.

~~106~~148. Through multiple lenders, at least ~~68~~ dealerships amongst Napleton Auto Group applied for Second Draw PPP loans. Among other reasons, these defendant dealerships were not eligible for Second Draw PPP loans because affiliated entities of Napleton Auto Group (including those that applied for PPP loans and those that did not apply for PPP loans) collectively had more than 300 employees. Affiliated entities of Napleton Auto Group listed ~~258335~~ employees across Second Draw PPP applications and those applications did not include employee numbers for dozens of additional Napleton Auto Group dealerships. Affiliated entities of Napleton Auto Group also did not collectively suffer a sufficient decrease in gross receipts. In addition, affiliated entities of Napleton Auto Group were not eligible for Second Draw PPP loans because of their repeated illegal sales practices involved illegal racial discrimination that were taking place contemporaneously with their PPP loan borrowing.

~~107~~

**A. SPECIFIC FRAUD NO. 1**  
**Concealing Size**

1       149. With respect to both First Draw PPP loans and Second Draw PPP loans, the  
 2 defendant dealerships and real estate holding companies are affiliated for two distinct reasons  
 3 which are each sufficient on their own to establish affiliation. First, there is common  
 4 management amongst the ~~Napleton Auto Group~~ defendant dealerships and the real estate where  
 5 those dealerships operate. In particular, Edward F. Napleton and other Napleton family members  
 6 oversee the operation of affiliated entities of Napleton Auto Group. ~~Second, there is common~~  
 7 ~~ownership amongst the Napleton Auto Group~~ Defendant dealerships use the name “Napleton  
 8 Auto Group,” assert as their origin story their founding in 1931 by Edward W. Napleton, and  
 9 operate in such a manner that the sale of specific automobile brands does not disrupt similar  
 10 brands in the same local markets.<sup>4</sup> Moreover, defendant dealerships share outside advisors,  
 11 financial resources, and sales practices. Certain defendant dealerships share officers, managers,  
 12 employees. ~~Second, there is common ownership amongst the~~ defendant dealerships and the real  
 13 estate where those dealerships operate. In particular, Edward F. Napleton and other Napleton  
 14 family members own ~~Napleton Auto Group dealerships and the real estate where the dealerships~~  
 15 ~~operate. Propertyshark (2024). This is detailed in the below tables most of the defendant~~  
 16 ~~dealerships and the real estate where the dealerships operate. This can be shown under 13 C.F.R.~~  
 17 ~~§ 121.301(f). For instance, family members own more than 50% of multiple businesses or own~~  
 18 ~~20% or more of a business when owning more than 50% of another business in the new car~~  
 19 ~~dealership subsector. To find affiliation it is not necessary to show that all entities are part of the~~  
 20 ~~same official corporate structure, so affiliation can still be shown with real estate holding~~

21  
 22  
 23 <sup>4</sup> A website for the Edward F. Napleton-led automobile dealerships has “Napleton Auto Group” at the top  
 24 right in large font and states “Edward W. Napleton, opened his first automotive business in 1931 on  
 25 Chicago’s South Side.” See <https://www.napleton.com/about.php> (last visited August 24, 2025); A  
 26 website for the Paul R. Napleton-led automobile dealerships has “Napleton Auto Group” throughout and  
 27 states, “From 1931, when Edward W. Napleton opened a small Desoto dealership on the south side of  
 28 Chicago, to more than 60 Napleton Auto Group dealerships our family owns today ...” See  
<https://www.shopnapleton.com/about-us/> (last visited August 24, 2025); A website for the Stephen R.  
 Napleton-led automobile dealerships states “We’re pleased to welcome you to the Napleton Auto Group  
 ... From 1931, when Edward W. Napleton opened a small Desoto dealership on the south side of  
 Chicago, to the more than 60 Napleton Auto Group dealerships our family owns today ...” See  
<https://www.stevenapleton.com/about-us/> (last visited August 24, 2025).

companies even if they hold property outside the official Napleton Auto Group corporate structure. *See* Illinois Secretary of State (2024 and 2025), Indiana Secretary of State (2024), Minnesota Secretary of State (2024), Missouri Secretary of State (2024), Pennsylvania Secretary of State (2024), Wisconsin Department of Financial Institutions (2024), and Florida Secretary of State (2024 and 2025), Georgia Secretary of State (2024), Title Documents (2020), Crexi (2025), and PropertyShark (2024). This is detailed in the below tables, which are supported by documentation in Exhibit B.<sup>5</sup>

**Table 2: Dealership Defendants' Common Management and Ownership**

150. With large groups, such as Napleton Auto Group, the applicants clearly exceed employee count maximums for First Draw PPP loans and Second Draw PPP loans. Thus, the determination of size eligibility thus rests on whether the applicants were eligible under the alternative size standard. However, the applications that defendant dealerships provided to lenders included materially false statements including their certification that they were eligible for PPP loans and any Addendum A did not identify all affiliated entities. In doing so, Defendants did not reveal key information such as affiliated real estate holding companies and the value of property held by the holding companies which would have clearly indicated that Defendants were not eligible under the alternative size standards. Any lender that saw the full extent of the property held by affiliated real estate holding companies, would have known that Defendants were ineligible for PPP loans, but this was not provided to them by Defendants.

151. To facilitate their disclosing key information in connection with their PPP applications, Defendants made materially false statements about the scope of a franchise affiliation waiver, which did not in fact excuse Defendants from the relevant SBA size rules. The franchise affiliation waiver only provided a limited waiver of documentation requirements

<sup>5</sup> The CARES Act specifically discusses applicants with more than one physical location in a subsection titled "BUSINESS CONCERNS WITH MORE THAN 1 PHYSICAL LOCATION." In doing so, the CARES Act provides a per location exception specifically for the hospitality sector which is repeated in PPP applications. Neither this subsection nor PPP applications state that there is a per location exception for the automobile dealership sector, directly or indirectly.

1 concerning the relationship between a franchisee and its franchisor. Specifically, prior to the  
2 COVID-19 pandemic, small business loan applicants operating as a franchise listed on the SBA  
3 Franchise Directory were required to submit SBA Form 2462 Addendum to Franchise  
4 Agreement with their SBA Franchise Directory-listed franchisor. See SBA Form 2462 (2018). In  
5 the SBA Form 2462 Addendum, the applicant confirmed that the franchisor-franchisee  
6 relationship—which the SBA had already reviewed by virtue of listing the franchise on the SBA  
7 Franchise Director—would not change for the duration of the loan term. The SBA Form 2462  
8 addendum made clear that it “only addresses ‘affiliation’ between the Franchisor and  
9 [Franchisee]. Additionally, the applicant [Franchisee] ... must meet all SBA eligibility  
10 requirements.” To expedite the application process for PPP loans, the CARES Act waived the  
11 “applicable” franchise affiliation in 13 C.F.R. § 121.103 which concerned such franchisee-  
12 franchisor affiliation through franchise agreements. See 13 C.F.R. § 121.103(i) (discussing  
13 “Affiliation based on franchise and license agreements”); U.S. Small Business Administration,  
14 “SBA Form 2462, Addendum to Franchise Agreement” (stating “A franchisor and franchisee  
15 must use this form when a franchisee applies for SBA-assisted financing.”),  
16 <https://www.sba.gov/document/sba-form-2462-addendum-franchise-agreement> (last visited  
17 August 8, 2025). As Defendants already knew that the franchise affiliation waiver waived the  
18 need to complete a franchise agreement addendum, asserting that the franchise affiliation waiver  
19 did far more than this, and extended beyond the franchisee-franchisor relationship, at least  
20 constituted reckless disregard of the truth or falsity of the information, especially when  
21 Defendants knew lenders were not responsible for the accuracy of applicants’ statements.  
22 Moreover, any specific representation that a waiver of 13 C.F.R. § 121.103 waived all affiliation  
23 rules outside the franchisee-franchisor context was on its face materially false.

24 152. *Submission of False Claim & False Statement in Support of False Claim.* For all  
25 their PPP loans, Defendants submitted false claims and made false statements in support of these  
26 claims when they applied for PPP loans certifying that they were eligible for PPP loans and  
27 submitted PPP forgiveness applications certifying that loan proceeds were used for eligible  
28



1 purposes. Defendants' claims were false because Defendants did not meet the size eligibility  
 2 criteria for PPP loans, and thus were not eligible for PPP loans. The loans proceeds were not  
 3 used for eligible purposes because Defendants were not eligible for PPP loans. Defendants'  
 4 claims were supported by additional false statements, including false statements about their  
 5 employee counts which did not account for affiliated entities, and false statements in connection  
 6 with the addenda to their loan applications. All defendant dealerships were ineligible for  
 7 obtaining PPP loans under each relevant size eligibility criteria. Defendants had too many  
 8 employees to qualify for First Draw PPP loans under the 500 maximum employee cap and the  
 9 pertinent industry standard 200 employee cap, and they had too many employees to qualify for  
 10 Second Draw PPP loans under the 300 maximum employee cap. Defendants did not qualify for  
 11 First Draw PPP loans under the alternative size standard because they had more than \$15 million  
 12 of tangible net worth, and average net income after federal incomes taxes (excluding carry-over  
 13 losses) of more than \$5 million for two full fiscal years prior to the application date of their First  
 14 Draw PPP loans.<sup>6</sup> These false claims and statements were material, as Defendants would not  
 15 have received the loans or forgiveness for the loans without these false claims and statements.  
 16 Because of these false claims and false statements, the government was damaged in the total  
 17 amount of all forgiven PPP loan proceeds equaling at least \$44,246,337<sup>7</sup> and loan processing  
 18 fees for all PPP loans equaling approximately \$1,609,814 for all PPP loans. Defendants knew  
 19 that they did not meet the size eligibility for PPP loans, and thus did not qualify for the PPP  
 20 loans. At a minimum, Defendants acted with reckless disregard of the truth or falsity of the  
 21 information in their PPP loan applications by not providing accurate comprehensive information  
 22 and instead taking efforts that failed to provide appropriate transparency. Thus, there are facts  
 23 showing causes of action for both a submission of a false claim and a false statement in support  
 24 \_\_\_\_\_

25 <sup>6</sup> Even if these numbers are calculated separately for Eward F. Napleton-led automobile dealerships, they  
 26 are all exceeded. Likewise, even if these numbers are calculated separately for Paul R. Napleton-led  
 27 automobile dealerships, they are all exceeded. Again, likewise, even if these numbers are calculated  
 28 separately for Stephen R. Napleton-led automobile dealerships, they are all exceeded.

27 <sup>7</sup> There are several million dollars more of loan proceeds where Exemption 4 is listed for the forgiveness  
 28 status of the connected PPP loans.

of a false claim.

153. *Conspiracy to Violate the False Claims Act.* For all their First Draw PPP loans, all Defendants (including Defendant real estate holding companies) had an agreement to defraud the government by getting their false claims paid. This conspiracy involved failing to provide complete and accurate information to the government. Had Defendants provided complete and accurate information to government, Defendants would not have received First Draw PPP loans or received forgiveness for these PPP loans because it would have been clear that Defendants did not qualify for PPP loans under any of the First Draw size eligibility criteria, including the alternative size standard. Defendants possessed requisite scienter for the reasons stated above. The government was damaged in the total amount of all forgiven First Draw PPP loan proceeds equaling at least approximately \$40,322,173<sup>8</sup> and loan processing fees for all First Draw PPP loans equaling an estimated approximately \$1,475,386. Thus, there are facts showing a conspiracy to violate the False Claims Act.

**Table 2: Defendant Dealerships' Common Management and Ownership**

Defendant	PPP Borrower Address	Principal Address Management and Ownership	Office rs	Members/Managers/Directors
Napleton's Arlington Heights Motors, Inc. (dba <del>Napleton's</del> <del>Napleton's</del> Arlington Heights Chrysler Dodge Jeep <del>Ram</del> RAM)	1155 W Dundee Rd, Arlington Heights, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook, Terrace, IL		
Ed Napleton Elmhurst Imports, Inc. (dba Ed Napleton Acura)	745 West Lake St, Elmhurst, IL	President: Edward F. Napleton, 1 Oakbrook Terrace #600,		

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<sup>8</sup> There are several million dollars more of loan proceeds where Exemption 4 is listed for the forgiveness status of the connected PPP loans.

Defendant	PPP Borrower Address		Principal Address Management and Ownership	Office rs	Memb ers/ Manag ers/ Directo rs
			Oakbrook Terrace, IL  Secretary: Katherine Napleton, + Oakbrook Terrace #600, Oakbrook Terrace, IL		
Ed Napleton Westmont Imports, Inc. (dba Ed Napleton Westmont Porsche)	201 E Ogden Ave, Westmont, IL*		President: Edward F. Napleton, + Oakbrook Terrace #600, Oakbrook Terrace, IL  Secretary: Katherine Napleton, + Oakbrook Terrace #600, Oakbrook Terrace, IL		
<del>Napleton's</del> <u>Napleton's</u> Autowerks, Inc. (dba Loves Park Mercedes)	6600 E Riverside Blvd, Loves Park, IL*		President: William Napleton Secretary: Paul Napleton		
<del>Napleton's</del> <u>Napleton's</u> River Oaks Motors, Inc. (dba <del>Napleton's</del> <u>Napleton's</u> River Oaks Chrysler Dodge Jeep RAM)	17225 Torrence Ave, Lansing, IL*		President: Edward F. Napleton, + Oakbrook Terrace #600, Oakbrook Terrace, IL  Secretary: Brian Napleton, + Oakbrook Terrace #600,		

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Defendant	PPP Borrower Address		Principal Address/Management and Ownership	Office rs	Memb ers/ Manag ers/ Directo rs
			Oakbrook Terrace, IL		
Ed Napleton Calumet City Imports, Inc. (dba Napleton River Oaks Hyundai)	1985 River Oaks Dr, Calumet City, IL		President: Edward F. Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL  Secretary: Katherine Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton Automotive of Urbana, LLC (dba Genesis of Urbana, <del>Napleton's Napleton's</del> Auto Park of Urbana, <del>Napleton's Napleton's</del> Urbana Mitsubishi, <del>Napleton's Napleton's</del> Hyundai of Urbana, <del>Napleton's Napleton's</del> Kia of Urbana, <del>Napleton's Napleton's</del> Mazda of Urbana, <del>Napleton's Napleton's</del> Volkswagen of Urbana)	1111 Napleton Way, Urbana, IL*	<del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton's Schaumburg Pontiac-GMC Inc. (dba <del>Napleton's Napleton's</del> Schaumburg Buick GMC)	100 W Golf Rd, Schaumburg, IL*		President: Stephen R. Napleton, <del>1</del> W Golf Rd Schaumburg, IL		
Napleton Motor Corp. (dba Napleton	505 N. Perryville		President: William F. Napleton, <del>505</del>		

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Defendant	PPP Borrower Address		Principal Address/Management and Ownership	Officers	Members/Managers/Directors
Subaru, Porsche Rockford)	Rd, Rockford, IL*		N. Perryville Rd, Rockford, IL  Secretary: Paul Napleton, 505 N. Perryville Rd, Rockford, IL		
Napleton Urbana Imports LLC (dba <del>Napleton's</del> Napleton's Auto Park of Urbana, <del>Napleton's</del> Napleton's Toyota of Urbana, <del>Napleton's</del> Napleton's Scion of Urbana)	1111 Napleton Way, Urbana, IL*	<del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton's Park Ridge Lincoln Inc. (dba Napleton Lincoln)	1610 Waukegan Rd, Glenview, IL		President: William F. Napleton, <del>10400 W</del> Higgins #305, Rosemont, IL  Secretary: Lauren Napleton, <del>10400 W</del> Higgins #305, Rosemont, IL		
Napleton's River Oaks Cadillac, Inc. (dba <del>Napleton's</del> Napleton's River Oaks Cadillac)	1777 River Oaks Dr, Calumet City, IL*		Edward F. Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL  President: Brian Paul Napleton Secretary: William Napleton, <del>1</del>		

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Defendant	PPP Borrower Address		Principal Address Management and Ownership	Office rs	Members/Managers/Directors
			Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton's Schaumburg Subaru, Inc. (dba <del>Napleton's</del> Napleton's Schaumburg Subaru)	919 W Higgins Rd, Schaumburg, IL	<del>110 W Golf Rd, Schaumburg, IL</del>	<del>President: Christopher J. Napleton, 911 W Higgins Rd, Schaumburg, IL</del>  <del>Secretary: Erin Conway, 110 W Golf Rd, Schaumburg, IL</del>		
Napleton's Countryside Motors, Inc. (dba <del>Napleton's</del> Napleton's Countryside Mazda)	6060 S La Grange Rd, Countryside, IL		<del>President: Stephen P. Napleton, 110 W Golf Rd, Schaumburg, IL</del>  <del>Secretary: Erin Conway, 110 W Golf Rd, Schaumburg, IL</del>		
Napleton Schaumburg Motors, Inc. (dba <del>Napleton's</del> Napleton's Schaumburg Mazda)	110 W Golf Rd, Schaumburg, IL		<del>President: Stephen R. Napleton, 805 Ambrianee, Burr Ridge, IL</del>		
Napleton Libertyville, Inc. (dba Napleton Mazda of Libertyville)	1120 S Milwaukee Ave, Libertyville, IL*	<del>1120 S Milwaukee Ave, Libertyville, IL*</del>	<del>Director: William F. Napleton, 1120 S. Milwaukee Ave, Libertyville, IL</del>		
Napleton's Autowerks of Bourbonnais, Inc. (dba Mercedes-Benz of Bourbonnais)	515 <del>William R</del> Latham Senior Dr, Bourbonnais, IL		<del>President: Paul Napleton, 10400 W Higgins #235, Rosemont, IL</del>		

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Defendant	PPP Borrower Address		Principal Address/Management and Ownership	Officers	Members/Managers/Directors
Napleton's Palatine Motors Holding, Inc. (dba <del>Napleton's</del> Palatine Mazda)	1811 N Rand Rd, Palatine, IL		<del>President: Matthew Napleton, 110 W Golf Rd, Schaumburg, IL</del>  <del>Secretary: Erin Conway, 110 W Golf Rd, Schaumburg, IL</del>		
Fran Napleton Lincoln, Inc. (dba Napleton Lincoln of Blue Island)	2950 W 127th <del>Street</del> St, Blue Island, IL		<del>President: Paul Napleton, 2950 W 127th St, Blue Island, IL</del>  <del>Secretary: Kathleen A. Napleton, 2950 W 127th St, Blue Island, IL</del>		
Ed Napleton Oak Lawn Imports, Inc. (dba Ed Napleton Honda in Oak Lawn)	5800 W 95th St Oak, Lawn, IL		President: Edward F. Napleton		
Napleton Aurora Imports, Inc. (dba Napleton's Valley Hyundai)	4333 Ogden Ave, Aurora, IL*		President: Edward F. Napleton		
Napleton's Goldcoast Imports, Inc. (dba Napleton's Aston Martin Downers Grove, Napleton Maserati Downers Grove)	217 Ogden Ave, Downers Grove, IL*		President: Edward F. Napleton		
Steve Foley Cadillac, Inc.	100 Skokie Rd, Northbrook, IL*		President: William F. Napleton		
Napleton 1050, Inc. (dba Napleton Cadillac of Libertyville)	1050 S Milwaukee Ave, Libertyville, IL*		President: William F. Napleton Secretary: Paul Napleton		

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Defendant	PPP Borrower Address	Principal Address/Management and Ownership	Office rs	Members/Managers/Directors
Napleton 6677, Inc. (dba Land Rover Rockford, Jaguar Rockford)	6677 E Riverside Blvd, Rockford, IL *	Directors: William F. Napleton, Paul Napleton		
Napleton Carmel Motors, LLC (dba Napleton Hyundai of Carmel Fleet Group)	4200 E 96th St, Indianapolis, IN	Edward F. Napleton, 1 Oakbrook Terrace #600515, Oakbrook Terrace, IL	President: Edward F. Napleton Secretary: Katherine Napleton	
North American Automotive Services, Inc. (dba Cash4Techs)	1 Oakbrook Terrace #600, Oakbrook Terrace, IL	President: Edward F. Napleton		
Oak Hill Marketing	1 Oakbrook Terrace #700, Oakbrook Terrace, IL	President: Edward F. Napleton Secretary: Brian Napleton		
Sessler Ford, Inc. (dba Napleton Ford in Libertyville)	1010 S Milwaukee Ave, Libertyville, IL *	President: William Napleton Secretary: Mary Napleton		
Napleton Carmel Motors, LLC (dba Napleton Hyundai of Carmel)	4200 E 96th St, Indianapolis, IN	Manager: Edward F. Napleton		
Napleton's Autowerks of Indiana, Inc. (dba Napleton Schererville Mercedes)	1349 Indianapolis Blvd, Schererville, IN	President: William Napleton, 1349 Indianapolis Blvd, Schererville, IN  Vice President: Paul Napleton		

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Defendant	PPP Borrower Address		Principal Address/Management and Ownership	Office	Members/Managers/Directors
			1349 Indianapolis Blvd, Schererville, IN		
Napleton Fishers Imports, LLC (dba Napleton Kia of Fishers)	13417 Britton Park Rd, Fishers, IN*	1 Oakbrook Terrace #600, Oakbrook Terrace, IL		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	
Napleton Carmel Imports, LLC (dba Napleton Kia of Carmel)	3355 Harper Rd, Indianapolis, IN	1 Oakbrook Terrace #600, Oakbrook Terrace, IL		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	
Napleton 1301, Inc. (dba Napleton Nissan Schererville)	1301 Indianapolis Blvd, Schererville, IN	1301 Indianapolis Blvd, Schererville, IN	Bridget Napleton, 1301 Indianapolis Blvd, Schererville, IN	President: Bridget Napleton Legal Representative: Maureen Napleton	
Napleton Italian Imports, LLC (dba Napleton Maserati of Indianapolis, Napleton Alfa Romeo of Indianapolis)	4180 E 96th St, Indianapolis, IN*	1 Oakbrook Terrace #600, Oakbrook Terrace, IL		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	
Napleton Twin Cities Imports, LLC (dba Lexus of Wayzata)	16100 Wayzata Blvd, Wayzata,	1 Oakbrook Terrace #600,		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	

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Defendant	PPP Borrower Address			Principal Address/Management and Ownership	Office rs	Members/Managers/Directors
	MN <sup>*</sup>	Oakbrook Terrace, IL				
Napleton Wayzata Motors, LLC (dba Chevrolet of Wayzata)	16200 Wayzata Blvd, Wayzata, MN <sup>*</sup>	1 Oakbrook Terrace #600, Oakbrook Terrace, IL		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton Rochester Imports, LLC (dba Mercedes-Benz of Rochester)	4447 Canal PL SE, Rochester, MN <sup>2</sup>	1 Oakbrook Terrace #600, Oakbrook Terrace, IL		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
Ed Napleton St. Louis Imports, Inc. (dba Ed Napleton Honda St Peters)	4780 N Service Rd, Saint Peters, MO <sup>*</sup>	4780 N Service Rd, Saint Peters, MO		President and Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL Secretary: Katherine Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	
Napleton's Mid Rivers Motors, Inc. (dba Napleton's Mid Rivers Chrysler	4951 Veterans Memorial Pkwy, Park	1 Oakbrook Terrace #600, Oakbrook	Edward F. Napleton, 1 Oakbrook	President and Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		

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Defendant	PPP Borrower Address			Principal Address/Management and Ownership	Office rs	Members/Managers/Directors
Dodge Jeep RAM Fiat)	Saint Peters, MO*	k Terrace, IL	k Terrace #600, Oakbrook Terrace, IL			
Napleton Hazelwood Imports, LLC (dba Napleton Hyundai)	649 Dunn St, Hazelwood, MO*	1 Oakbrook Terrace, IL		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton Mid Rivers Imports, Inc. (dba <del>Napleton's</del> Mid Rivers Kia)	4955 Veterans Memorial Pkwy, Saint Peters, MO	1 Oakbrook Terrace, IL	Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	President and Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton St. Louis Imports, LLC (dba Napleton St. Louis Nissan)	10964 Page Avenue, St. Louis, MO*	1 Oakbrook Terrace, IL		Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton Autowerks Missouri, Inc. (dba Porsche Springfield)	3508 E. Division St, Springfield, MO*	441 E 4th St, Hinsdale, IL	Paul R. Napleton, 441 E 4th St, Hinsdale	President and Director: Paul R. Napleton, 441 E 4th St, Hinsdale, IL		

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Defendant	PPP Borrower Address		Principal Address/Management and Ownership	Office	Members/Managers/Directors
			e, IL		
Napleton Wyoming Valley Imports, Inc. (dba Wyoming Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley)	1470 Highway 315, Wilkes-Barre, PA	1 Oakbrook Terrace, #600, Oakbrook Terrace, IL			Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL
Napleton's Ellwood Motors, Inc. (dba Napleton Ellwood City Chrysler Dodge Jeep RAM)	1000 Lawrence Ave, Ellwood City, PA				President: Edward F. Napleton
Napleton Brookfield Imports, LLC (dba Toyota of Brookfield)	20655 W Capitol Dr, Brookfield, WI*	1 Oakbrook Terrace, #600, Oakbrook Terrace, IL			Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL
Napleton Bluemound Imports, LLC (dba Lexus of Brookfield)	20001 W Bluemound Rd, Brookfield, WI*	1 Oakbrook Terrace, #600, Oakbrook Terrace, IL			Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL
Napleton Autowerks Wisconsin, Inc. (dba Napleton Chevrolet Columbus)	800 Maple Ave, Columbus, WI*	10400 W Higgins #305, Rosemont, IL			Legal Representative: Maureen Napleton
Napleton's North Palm Auto Park, Inc. (dba Napleton's Northlake Chrysler	3701 Northlake Blvd, Lake	3701 Northlake Blvd, Lake Park, FL*			President: Edward F. Napleton, 1 Oakbrook Terrace #600,

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Defendant	PPP Borrower Address		Principal Address Management and Ownership	Office rs	Memb ers/ Manag ers/ Directo rs
Dodge Jeep RAM)	Park, FL *		Oakbrook Terrace, IL  Secretary: Brian Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL  Katherine Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL  Bruce Etheridge, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton Enterprises, LLC (dba Napleton Kissimmee Chrysler Dodge Jeep RAM)	1460 E Osceola Pkwy, Kissimmee, FL *	1460 E Osceola Pkwy, Kissimmee, FL *	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL  Secretary: Brian Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL  Bruce Etheridge, 1		

\* This property is owned by the Napleton Auto Group. See Table 32: Defendants' Real Estate Holdings.

Defendant	PPP Borrower Address		Principal Address/Management and Ownership	Office rs	Members/Managers/Directors
			Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton's Palm Beach Imports, LLC (dba <del>Napleton's</del> <u>Napleton's</u> Palm Beach Acura)	6870 Okeechobee Blvd, West Palm Beach, FL*	<del>6870 Okeechobee Blvd, West Palm Beach, FL*</del>	Manager: Edward F. Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL  Secretary: Brian Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL		
Napleton Orlando Imports, LLC (dba <del>Napleton's</del> <u>Napleton's</u> Volkswagen of Orlando)	12700 E Colonial Dr, Orlando, FL*	<del>12700 E Colonial Dr, Orlando, FL*</del>	Manager: Edward F. Napleton, <del>1</del> Oakbrook Terrace #600, Oakbrook Terrace, IL		
<del>Napleton Sanford Imports, LLC (dba Napleton's Volkswagen of Sanford)</del>	4175 S Orlando Dr, Sanford, FL*		Manager: Edward F. Napleton		
<del>North Palm Motors, LLC (dba Napleton Northlake Kia)</del>	3626 Northlake Blvd, Palm Beach Gardens, FL		Manager: Edward F. Napleton		
<del>EFN West Palm Motor Sales, LLC (dba Napleton's West Palm Beach Genesis)</del>	2301 Okeechobee Blvd, West Palm Beach, FL*		Manager: Edward F. Napleton		
<del>North Palm Hyundai, LLC (dba Napleton's North Palm Hyundai)</del>	3703 Northlake Blvd, Palm Beach Gables, FL		Manager: Edward F. Napleton		
<del>Clermont Motors, LLC (dba Napleton)</del>	15859 State Rd 50, Clermont, FL*		Manager: Edward F. Napleton		

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Defendant	<del>PPP Borrower</del> Address	Principal Address Management and Ownership	Officers	Members/Managers/Directors
Clermont Chrysler Jeep Dodge RAM)				
Augusta Imports, LLC (dba Napleton Infiniti of Augusta)	3315 Washington Rd, Augusta, GA	Manager: Edward F. Napleton		
Macon Imports, LLC (dba Infiniti of Macon)	4763 Riverside Dr, Macon, GA	Manager: Edward F. Napleton		

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Table 3: Defendants' Real Estate Holdings

Defendant	Principal Address Management and Control	Members/Managers/Officers Real Estate Owned	Real Estate Owned Reported Value
Napleton's North Palm Auto Park, Inc.	Edward F. Napleton Brian Napleton Katherine Napleton Bruce Etheridge	3701 Northlake Blvd, Lake Park, FL	\$11,311,896.00
Napleton Enterprises, LLC	Edward F. Napleton Brian Napleton Bruce Etheridge	1460 E Osceola Parkway, Kissimmee, FL	\$4,225,400.00
Napleton's Palm Beach Imports, LLC	Edward F. Napleton Brian Napleton	6870 Okeechobee Blvd, West Palm Beach, FL	\$13,352,582.00
Napleton Orlando Imports, LLC	Edward F. Napleton	12700 E Colonial Dr, Orlando, FL	\$4,680,920.00
Clermont Motors LLC	Edward F. Napleton	15859 State Rd 50, Clermont, FL	\$8,762,367.00
Napleton Sanford Imports LLC	Edward F. Napleton	4175 S Orlando Dr, Sanford, FL	\$1,450,000.00
EFN West Palm	Edward F. Napleton	2301 Okeechobee Blvd, West Palm Beach, FL	\$8,788,312.00

Defendant	Principal Address/Management and Control	Members/Managers/Officers/Real Estate Owned	Real Estate Owned/Reported Value
Motor Sales LLC			
EFN Westmont Real Estate Holdings, LLC	<del>1 Oakbrook Terrace #600, Oakbrook Terrace, IL</del> <u>Edward F. Napleton</u>	<del>201 E Ogden Ave, Westmont, IL</del> <u>Edward F. Napleton</u>	<del>\$8,538,720.00</del> <u>201 E Ogden Ave, Westmont, IL</u>
Napleton Properties, LLC fka Napleton's Rockford Properties LLC	<del>2950 W 127th St, Blue Island, IL</del> <u>Paul Napleton</u> <u>William Napleton</u>	<del>Paul Napleton</del> <del>William Napleton</del> <u>6600 E Riverside Blvd, Loves Park, IL</u> <u>505 N Perryville Rd, Rockford, IL</u> <u>100 Skokie Rd, Northbrook, IL</u> <u>1050 S Milwaukee Ave, Libertyville, IL</u> <u>6677 E Riverside Blvd, Rockford, IL</u>	<del>6600 E Riverside Blvd, Loves Park, IL: \$3,988,230.00</del> <u>505 N Perryville Rd, Rockford, IL: \$3,531,540.00</u> <u>100 Skokie Rd, Northbrook, IL: \$7,200,000.00</u> <u>1050 S Milwaukee Ave, Libertyville, IL: \$4,400,000.00</u> <u>6677 E Riverside Blvd, Rockford, IL: \$1,722,330.00</u>
EFN Lansing Property LLC	<del>1 Oakbrook Terrace #600, Oakbrook Terrace, IL</del> <u>Edward F. Napleton</u>	<del>17225 Torrence Ave, Lansing, IL</del> <u>Edward F. Napleton</u>	<del>\$2,163,575.00</del> <u>17225 Torrence Ave, Lansing, IL</u>
EFN Urbana Properties LLC	<del>1 Oakbrook Terrace #600, Oakbrook Terrace, IL</del> <u>Edward F. Napleton</u>	<del>Edward F.</del> <u>1111 Napleton Way, Urbana, IL</u>	<del>925 Napleton Way, Urbana, IL: \$4,698,210.00</del>
100 West Golf, LLC	<del>Stephen R. Napleton</del> <u>110 W Golf Rd, Schaumburg, IL</u>	<del>100 W Golf Rd, Schaumburg, IL</del> <u>Stephen R. Napleton</u>	<del>100 W Golf Rd, Schaumburg, IL: \$5,000,000.00</del>
Sedgley Partners, LLC	<del>10400 W Higgins #305, Rosemont, IL</del> <u>William F. Napleton</u>	<del>William F. Napleton</del> <u>1010 S Milwaukee Ave, Libertyville, IL</u> <u>1120 S Milwaukee Ave, Libertyville, IL</u>	<del>10400 W Higgins #305, Rosemont, IL: \$3,889,372</del>
Napleton Investment Partnership LP	<u>Edward F. Napleton</u>	<u>745 W Lake St, Elmhurst, IL</u>	<u>\$1,649,595.00</u>



Defendant	Principal Address/Management and Control	Members/Managers/Officers/Real Estate Owned	Real Estate Owned/Reported Value
EFN Downers Grove Property LLC	Edward F. Napleton	217 Ogden Ave, Downers Grove, IL	\$428,256.00
EFN Aurora Property LLC	Edward F. Napleton	4333 Ogden Ave, Aurora, IL	\$6,781,869.00
Napleton's River Oaks Cadillac, Inc.	Paul Napleton William Napleton	1777 River Oaks Dr, Calumet City, IL	\$233,320
EFN Carmel Properties, LLC	1 Oakbrook Terrace #600, Oakbrook Terrace, IL Edward F. Napleton	Edward F. Napleton 4200 E 96th St, Indianapolis, IN	1 Oakbrook Terrace #600, Oakbrook Terrace, IL \$6,074,300.00
EFN Fishers Properties, LLC	1 Oakbrook Terrace #600, Oakbrook Terrace, IL Edward F. Napleton	13417 Britton Park Rd, Fishers, IN Edward F. Napleton	\$2,856,900.00 13417 Britton Park Rd, Fishers, IN
EFN Import Properties, LLC	1 Oakbrook Terrace #600, Oakbrook Terrace, IL Edward F. Napleton	4180 E 96th St, Indianapolis, IN Edward F. Napleton	\$2,581,000.00 4180 E 96th St, Indianapolis, IN
EFN Wayzata Properties, LLC	1 Oakbrook Terrace #600, Oakbrook Terrace, IL Edward F. Napleton	Edward F. Napleton 16100 Wayzata Blvd, Wayzata, MN 16200 Wayzata Blvd, Wayzata, MN	16100 Wayzata Blvd, Wayzata, MN \$13,700,000.00 16200 Wayzata Blvd, Wayzata, MN \$5,686,000.00
EFN Rochester Properties LLC	Edward F. Napleton	4447 Canal PL SE, Rochester, MN	\$2,673,800.00
EFN St Peters Property II LLC	312 E Capitol Ave, Jefferson City, MO Edward F. Napleton	Edward F. Napleton 4780 N Service Rd, Saint Peters, MO	4780 N Service Rd, Saint Peters, MO \$1,080,713.00
EFN 4951 Executive	1 Oakbrook Terrace #600, Oakbrook	Edward F. Napleton 4951 Veterans Memorial Pkwy, Saint	4951 Veterans Memorial Pkwy,

Defendant	Principal Address/Management and Control	Members/Managers/Officers/Real Estate Owned	Real Estate Owned/Reported Value
Centre Property LLC	<del>Terrace, IL</del> Edward F. Napleton	Peters, MO	Saint Peters, MO \$3,497,639.00
EFN St. Louis Property LLC	<del>1 Oakbrook Terrace #600, Oakbrook Terrace, IL</del> Edward F. Napleton	<del>10964 Page Ave, Saint Louis, MO</del> Edward F. Napleton	<del>\$6,436,500.00</del> 10964 Page Ave, Saint Louis, MO
Napleton Equities LLC	<del>441 E 4th St, Hinsdale, IL</del> Paul Napleton	<del>3508 E Division St, Springfield, MO</del> Paul Napleton	<del>\$203,520.00</del> 3508 E Division St, Springfield, MO 800 Maple Ave, Columbus, WI
EFN Hazelwood Properties LLC	Edward F. Napleton	649 Dunn St, Hazelwood, MO	\$5,310,000.00
EFN Wyoming Valley Properties LLC	Edward F. Napleton	1470 Highway 315 Wilkes Berre PA	\$7,600,000.00
EFN Ellwood Property LLC	Napleton Investment Partnership LP	1000 Lawrence Ave, Ellwood City, PA	\$332,000.00
EFN Brookfield Property LLC	<del>1 Oakbrook Terrace #600, Oakbrook Terrace, IL</del> Edward F. Napleton	Edward F. Napleton 20655 W Capitol Dr, Brookfield, WI	20655 W Capitol Dr Brookfield WI \$14,952,300.00
EFN Bluemound Property, LLC	<del>1 Oakbrook Terrace #600, Oakbrook Terrace, IL</del> Edward F. Napleton	<del>20001 W Bluemound Rd, Brookfield, WI</del> Edward F. Napleton	<del>\$6,269,500.00</del> 20001 W Bluemound Rd, Brookfield, WI
Napleton's North Palm Auto Park, Inc.	3701 Northlake Blvd, Lake Park, FL	Edward F. Napleton Brian Napleton Katherine Napleton Bruce Etheridge	3701 Northlake Blvd, Lake Park, FL
Napleton Enterprises, LLC	1460 E Osceola Pkwy, Kissimmee, FL	Edward F. Napleton Brian Napleton Bruce Etheridge	1460 E Osceola Pkwy, Kissimmee, FL
Napleton's Palm Beach	<del>6870 Okeechobee Blvd, West Palm Beach, FL</del>	Edward F. Napleton Brian Napleton	6870 Okeechobee Blvd, West Palm Beach, FL

Defendant	Principal Address/Management and Control	Members/Managers/Officers/Real Estate Owned	Real Estate Owned/Reported Value
Imports, LLC			
Napleton Orlando Imports, LLC	12700 E Colonial Dr, Orlando, FL	Edward F. Napleton	12700 E Colonial Dr, Orlando, FL

108 Total Property Value: Over \$174 Million

**B. SPECIFIC FRAUD NO. 2**  
**Exceeding \$20 Million Cap**

154. Defendants far exceeded the \$20 million cap on PPP loans for a single corporate group. All defendant dealerships operate under the Napleton Auto Group umbrella and market the same origin story. Thus, Napleton Auto Group qualifies as a common parent under the U.S. Small Business Administration, Interim Rule, “Business Loan Program Temporary Changes; Paycheck Protection Program-Requirements-Corporate Groups and Non-Bank and Non-Insured Depository Institution Lenders.” In the alternative, a common parent can otherwise be established directly or indirectly for defendant dealerships. At a minimum, defendant dealerships exceeded the \$20 million PPP loan cap when obtaining Second Draw PPP loans for the following dealerships: Napleton’s Schaumburg Pontiac-GMC Inc., Napleton Urbana Imports LLC, Napleton’s Park Ridge Lincoln Inc., Napleton’s Schaumburg Subaru Inc., Napleton Libertyville, Inc., Napleton 1301 Inc, and Macon Imports, LLC. The exact amount of Defendants’ First Draw PPP loans that were fully disbursed as of April 30, 2020 is currently not ascertainable because only borrowers and lenders possess information identifying which loan proceeds were disbursed after the Interim Rule became effective. However, all of Defendants’ First Draw PPP loans were approved within days or weeks of when the Interim Rule became effective, making it highly improbable that any of the PPP loans could have had certain loan

1 proceeds disbursed after that time. Thus, as much as \$26,768,746 of the \$46,768,746 First Draw  
2 PPP loan proceeds exceeded the \$20 million cap. All of the \$3,924,164 Second Draw PPP loan  
3 proceeds also exceeded the cap because all the loan proceeds were disbursed after the effective  
4 date of the Interim Rule.

5 155. To exceed the \$20 million PPP loan cap, defendant dealerships shopped lenders to  
6 process their PPP loan applications, and they never fully identified the scope of affiliated entities  
7 through an Addendum A. In total, defendant dealerships obtained PPP loans from at least eight  
8 different lenders. Defendant dealerships also applied for PPP loans with additional lenders and  
9 said lenders rejected any applications. In certain instances, defendant dealerships also switched  
10 lenders between First Draw PPP loans and Second Draw PPP loans. Napleton Urbana Imports  
11 LLC obtained a First Draw PPP loan from BMO Bank National Association and obtained a  
12 Second Draw PPP loan from Old National Bank. Napleton 1301 Inc obtained a First Draw PPP  
13 loan from JPMorgan Chase Bank, National Association and obtained a Second Draw PPP loan  
14 from The Leaders Bank. Macon Imports, LLC obtained a First Draw PPP loan from JPMorgan  
15 Chase Bank, National Association and obtained a Second Draw PPP loan from First Midwest  
16 Bank, A Division of Old National Bank. In doing so, defendant dealerships presented an  
17 incomplete picture of their total borrowing. Lenders were thus unaware that the \$20 million PPP  
18 loan cap was being exceeded when they processed or distributed loans.

19 156. Later, defendant dealerships sought forgiveness for most of their PPP loans.  
20 However, for PPP loans with certain lenders, defendant dealerships either did not apply for  
21 forgiveness or receive forgiveness. Defendant dealerships did not share this information with all  
22 their lenders. Sharing this information with all their lenders would have alerted their lenders to  
23 the fact that defendant dealerships exceeded the \$20 million PPP loan cap.

24 157. Moreover, Defendants' collective taking of slightly under \$4 million of Second  
25 Draw PPP loans – specifically \$3,924,164 – was an implicit acknowledgement that defendant  
26 dealerships were part of a single corporate group. Doing so demonstrated a sophisticated  
27 knowledge of PPP loan rules and that Defendants were aware that defendant dealerships would  
28

1 be deemed part of a single corporate group, as Second Draw PPP loans were capped at \$4  
2 million for a single corporate group.

3 158. Submissions of False Claims & False Statements in Support of False Claims. For  
4 all their PPP loans, Defendants submitted false claims and made false statements in support of  
5 these claims when they applied for Second Draw PPP loans certifying that they were eligible for  
6 Second Draw PPP loans and submitted Second Draw PPP forgiveness applications certifying that  
7 loan proceeds were used for eligible purposes. The claims were false because Defendants  
8 exceeded \$20 million PPP loan cap, and thus were not eligible for Second Draw PPP loans. The  
9 loan proceeds were not used for eligible purposes because Defendants were not eligible purposes  
10 because Defendants were not eligible for PPP loans because they had already exceeded the \$20  
11 million PPP loan cap. The claims were supported by additional false statements which are  
12 detailed above. When Defendants sought Second Draw PPP loans, they had already exceeded the  
13 \$20 million PPP loan cap. This was material as Defendants were not allowed to receive any  
14 Second Draw PPP loans since they had already exceeded the \$20 million PPP loan cap. Because  
15 of Defendants' false claims and false statements, the government was damaged in the amount of  
16 \$3,924,164 in forgiven loan proceeds for Second Draw PPP loans and an estimated  
17 approximately \$134,428 in loan processing fees for these Second Draw PPP loans. Defendants'  
18 shopping of lenders and not sharing complete information with these lenders evidences  
19 Defendants' scienter when seeking the loans. Different loan repayment statuses also evidence  
20 scienter, as Defendants were attempting to hide their exceeding of the \$20 million cap through  
21 after the fact loan negotiations with specific lenders, especially where this information was not  
22 fully shared with all lenders. Defendants knew that they exceeded the \$20 million PPP loan cap.  
23 At a minimum, Defendants acted with reckless disregard of the truth or falsity of the information  
24 in their PPP loan applications by not providing accurate comprehensive information and instead  
25 taking efforts that failed to provide appropriate transparency. Thus, there are facts showing  
26 causes of action for both a submission of a false claim and a false statement in support of a false  
27 claim.

1        159. *Avoidance of Obligation to Pay Government.* For certain First Draw PPP loan  
2 proceeds, Defendants incurred an obligation to pay the government when they received PPP loan  
3 proceeds in excess of \$20 million. Not returning the loan proceeds in excess of the \$20 million  
4 cap was material as it directly damaged the government. The government was damaged by as  
5 much as \$26,768,746 of First Draw PPP loan proceeds and estimated loan processing fees of  
6 approximately \$1,475,386 for all First Draw PPP loans. At a minimum, Defendants acted with  
7 reckless disregard of the truth or falsity of the information in their PPP loan applications by not  
8 providing accurate comprehensive information and instead taking efforts that failed to provide  
9 appropriate transparency. Thus, there are facts showing a cause of action for avoidance of an  
10 obligation to pay the government.

11                                **C. SPECIFIC FRAUD NO. 3**  
12                                **Misrepresenting Reduction in Gross Receipts**

13        160. To be eligible for Second Draw PPP loans, applicants must experience a greater  
14 than 25% reduction in gross receipts across all affiliated entities. Defendant dealerships  
15 misrepresented the reduction in their gross receipts with their Second Draw PPP loan  
16 applications. They sought PPP loans for select dealerships in a manner that disguised profits  
17 obtained by their highest earning dealerships. Defendant dealerships also did not identify other  
18 sources of income, such as rent received from property held in real estate holding companies. By  
19 not disclosing and including all affiliated entities with their Second Draw PPP loan applications,  
20 defendants submitted false claims. Applying with only a select subset of dealerships also made it  
21 impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in  
22 gross receipts required for Second Draw PPP loan eligibility. Analyzing a reduction in gross  
23 receipts must be done across all affiliated entities, which was impossible with the incomplete and  
24 inaccurate information that defendant dealerships provided.

25        161. Defendant dealerships were also required to provide documentation substantiating  
26 a sufficient decline in gross receipts before seeking loan forgiveness for Second Draw PPP loans.  
27 Providing such information was a substantive term of Second Draw PPP loan agreements.  
28

1 However, defendant dealerships could not provide such information because they did not suffer a  
2 sufficient reduction in gross receipts across affiliated entities.

3 162. Defendant dealerships were guilty of false claims when they submitted PPP loans  
4 in their Second Draw PPP loan application and submitted Second Draw PPP loan forgiveness  
5 applications. Defendant dealerships did not suffer a sufficient reduction in gross receipts.  
6 Defendant dealerships' Second Draw PPP loan applications contained materially false statements  
7 including their certification that they were eligible for PPP loans and any addendum or lack  
8 thereof that did not identify all affiliated entities. Forgiveness applications included materially  
9 false statements such as a certification that loan proceeds were used for eligible purposes. Any  
10 documentation substantiating a sufficient decline in gross receipts that only included a subset of  
11 borrower information was also a materially false statement. Moreover, Defendants demonstrated  
12 scienter in their PPP loan applications through the selective submissions of defendant dealerships  
13 that applied for Second Draw PPP loan applications, versus the broader set of defendant  
14 dealerships that applied for First Draw PPP loan applications. Furthermore, Defendants'  
15 collective taking of just under \$4 million of Second Draw PPP loans – specifically \$3,924,164 –  
16 demonstrated a sophisticated knowledge of PPP loan rules as Second Draw PPP loans were  
17 capped at \$4 million for a single corporate group.

18 163. *Submissions of False Claims & False Statements in Support of False Claim.* For  
19 all their Second Draw PPP loans, Defendants submitted false claims and made false statements  
20 in support of these claims when they applied for Second Draw PPP loans certifying that they  
21 were eligible for Second Draw PPP loans and submitted Second Draw PPP forgiveness  
22 applications certifying that loan proceeds were used for eligible purposes. Applications were also  
23 supported by a false certification that Defendants experienced a reduction in gross receipts  
24 exceeding 25%. The claims and statements were false because Defendants misrepresented the  
25 reduction in their gross receipts, and thus were not eligible for PPP loans. The PPP loan proceeds  
26 were not used for eligible purposes because Defendants were never eligible for PPP loans.  
27 Defendants did not experience a reduction in gross receipts exceeding 25% across all affiliated

1 entities. The claims were supported by additional false statements, including false statements in  
2 connection with any Addendum A. All Defendants were ineligible for Second Draw PPP loans.  
3 The information was false for the reasons articulated above. The information was material for the  
4 reasons stated above. If accurate comprehensive information was provided, Defendants would  
5 not have received Second Draw PPP loans. The government was damaged in the total amount of  
6 all forgiven Second Draw PPP loan proceeds equaling at least \$3,924,164 and loan processing  
7 fees for all Second Draw PPP loans equaling an estimated approximately \$134,428. Defendants  
8 knew that they did not experience a sufficient reduction in gross receipts to qualify for PPP  
9 loans. At a minimum, Defendants acted with reckless disregard of the truth or falsity of the  
10 information in their PPP loan applications by not providing accurate comprehensive information  
11 and instead taking efforts that failed to provide appropriate transparency. Thus, there are facts  
12 showing causes of action for both a submission of a false claim and a false statement in support  
13 of a false claim.

14 164. *Conspiracy to Violate the False Claims Act.* For all Second Draw PPP loan, all  
15 Defendants (including the Defendant real estate holding companies) had an agreement to defraud  
16 the government by getting their false claims paid. This involved failing to provide complete and  
17 accurate information to the government regarding Defendants' gross receipts. Without complete  
18 and accurate information, it was impossible to assess whether Defendants experienced a  
19 reduction in gross receipts exceeding 25% across all affiliated entities. Had Defendants provided  
20 complete and accurate information to government regarding their gross receipts, Defendants  
21 would not have received Second Draw PPP loans or received forgiveness for these PPP loans.  
22 Defendants possessed requisite scienter for the reasons stated above. The government was  
23 damaged in the total amount of all forgiven Second Draw PPP loan proceeds equaling at least  
24 \$3,924,164 and loan processing fees for all Second Draw PPP loans equaling an estimated  
25 approximately \$134,428. Thus, there are facts showing a conspiracy to violate the False Claims  
26 Act.

27 **D. SPECIFIC FRAUD NO. 4**  
28



**Misrepresenting Financial Necessity**

165. At all relevant times defendant dealerships had abundant financial resources which disqualified them from obtaining PPP loans. For instance, Defendant dealerships had access to the equity of the real estate held by affiliated real estate holding companies. This real estate is worth well over \$174 million. Nevertheless, in PPP loan applications, defendant dealerships did not identify the affiliated real estate holding companies. Nor did defendants identify their group-wide cash reserves, cash equivalent investments, valuable vehicles in their dealerships, and other cash and non-cash investments. Defendants were not in a time of financial need when they borrowed PPP loans. Rather, Defendants were immensely profitable and growing throughout the relevant period. During the time period that Defendants borrowed PPP loans, their sales and revenue steadily increased and their ranking among the largest automobile dealerships nationwide stayed high. Defendants even acquired additional automobile dealerships during the relevant period.

166. Because defendant dealerships did not sufficiently identify affiliated real estate holding companies and their other significant group-wide financial resources, it was impossible for lenders to appropriately assess the financial needs of defendant dealerships. Defendants' PPP applications were false claims which included false statements, including a certification that Defendants were eligible for PPP loans, a certification that they needed the PPP loan funds, and the failure to identify all affiliated entities. In making these claims, Defendants concealed material information, such as affiliated real estate holding companies and the value of property held by the holding companies. Any lender would have been able to have seen that defendant dealerships lacked sufficient financial necessity because of the value of the property held in the real estate holding companies and defendants' other significant financial resources.

167. Defendants did not have a financial necessity for PPP loans, and Defendants knew this at all times. Thus, Defendants could not make a financial necessity certification in good faith, taking into account their current business activity and their ability to access other sources

1 of liquidity sufficient to support their ongoing operations in a manner that is not significantly  
2 detrimental to the business. Likewise, submitting a PPP loan forgiveness applications certifying  
3 that all PPP loan proceeds were used for eligible purposes was false, being further shaded by the  
4 additional time where the Napleton Auto Group experienced increasing revenue and bought  
5 more dealerships.

6 168. Submissions of False Claims & False Statements in Support of False Claims. For  
7 all PPP loans, Defendants submitted false claims and made false statements in support of these  
8 claims when they applied for PPP loans certifying that they were eligible for PPP loans and  
9 submitted PPP forgiveness applications certifying that loan proceeds were used for eligible  
10 purposes. The claims were false because Defendants did not have a financial necessity for PPP  
11 loans, and thus were not eligible for PPP loans. The loan proceeds were not used for eligible  
12 purposes as Defendants were not eligible for PPP loans. The claims were supported by additional  
13 false statements, including financial necessity certifications and false statements in connection  
14 with any Addendum A. The claims were false because Defendants did not need the PPP loans to  
15 operate their businesses in a manner that was not significantly detrimental to their business,  
16 taking into account their current business activity and their ability to access other sources of  
17 liquidity sufficient to support their ongoing operations. The false claims and false statements  
18 were material because Defendants would not have received the PPP loans and forgiveness for the  
19 PPP loans without these false claims and false statements. Defendants would not have received  
20 the PPP loans if they provided complete and accurate information with their loan applications,  
21 and the government would not have been damaged if Defendants did not submit PPP loans  
22 certifying that they were eligible for PPP loans and submit PPP applications certifying that loan  
23 proceeds were used for forgiveness applications. The government was damaged in the total  
24 amount of all forgiven PPP loan proceeds equaling at least approximately \$44,246,337 and loan  
25 processing fees for all PPP loans equaling an estimated approximately \$1,609,814 for all PPP  
26 loans. Defendants knew that they did not have a financial necessity for PPP loans. At a  
27 minimum, Defendants acted with reckless disregard of the truth or falsity of the information in  
28

1 their PPP applications by not providing accurate comprehensive information and instead taking  
 2 efforts that failed to provide appropriate transparency. Thus, there are facts showing causes of  
 3 action for both a submission of a false claim and a false statement in support of a false claim.

4 169. Conspiracy to Violate the False Claims Act. For all PPP loans, all Defendants  
 5 (including the Defendant real estate holding companies) had an agreement to defraud the  
 6 government by getting their false claims paid. This involving failing to provide accurate  
 7 transparent information to the government. Had Defendants provided accurate transparent  
 8 information to government, Defendants would not have received PPP loans or received  
 9 forgiveness for these PPP loans as Defendants would have revealed that they had access to  
 10 significant liquidity in property held by affiliated real estate holding companies. Defendants  
 11 possessed requisite scienter for the reasons stated above. The government was damaged in the  
 12 total amount of all forgiven PPP loan proceeds equaling at least approximately \$44,246,337 and  
 13 loan processing fees for all PPP loans equaling an estimated approximately \$1,609,814 for all  
 14 PPP loans. Thus, there are facts showing a conspiracy to violate the False Claims Act.

15 **E. SPECIFIC FRAUD NO. 5**  
 16 **Concealing and Continuing Illegal Sales Practices**

17 170. Contemporaneous with their applications for PPP loans, the Napleton Auto Group  
 18 was engaged in illegal conduct that disqualified them from obtaining PPP loans. This illegal  
 19 conduct included, but was not limited to, illegal sales practices by the defendant dealerships.  
 20 These illegal sales practices involved including unauthorized and deceptive add-on charges in  
 21 vehicle sales contracts, charging consumers add-on charges without consumer consent, and  
 22 claiming that the add-on charges were mandatory. The conduct involved defendant dealerships  
 23 that ultimately reached a government settlement<sup>9</sup> as well as defendant dealerships who were not  
 24 listed in the settlement. These illegal sales practices were widespread within the Napleton Auto  
 25 \_\_\_\_\_

26 <sup>9</sup> Defendant dealerships that signed the settlement with the Federal Trade Commission and State of  
 27 Illinois include Napleton's Arlington Heights Motors, Inc., Ed Napleton Elmhurst Imports, Inc.,  
 28 Napleton's North Palm Auto Park, Inc., Napleton Enterprises, LLC, Clermont Motors, LLC, North Palm  
 Motors, LLC, Napleton's Ellwood Motors, Inc., and Napleton Mid Rivers Imports, Inc.

1 Group. Relator requested consumer complaints made to the State of Illinois from 2017 to 2022  
2 and was informed that it had “identified over 400 consumer complaints against the indicated  
3 company that are categorized as related to automobile sales ... it would take over 100 hours to  
4 compile and review the responsive records.” Office of the Attorney General FOIA Response  
5 Letter (2025). See Exhibit C. All defendant dealerships were either directly or indirectly involved  
6 with these illegal sales practices. All individual defendants knew about the illegal conduct and  
7 each of the individual defendants was in a position to either stop these illegal practices or report  
8 them. Each of the individual defendants benefited financially either directly or indirectly by not  
9 stopping or reporting these illegal practices. Thus, each borrower defendant submitted a false  
10 claim by submitting a PPP loan and false statements when certifying that they were not involved  
11 in illegal conduct.

12 171. From the time of their application for PPP loans to the time of their seeking  
13 forgiveness for PPP loans, defendant dealership owners and managers knew that illegal sales  
14 practices were widespread within the Napleton Auto Group. Napleton Auto Group dealerships  
15 charged thousands of consumers hundreds to thousands of dollars each through illegal add-on  
16 charges. This amounted to millions of dollars of illegal charges from 2017 to 2022. Moreover, on  
17 average, Black and Latino customers had more add-on charges. In analyzing racial disparity, the  
18 government stated that racial disparity was “statistically significant and cannot be explained by  
19 factors related to underwriting risk or credit characteristics of the applicants.” See Federal Trade  
20 Commission and State of Illinois Complaint Against Napleton Auto Group (2022). Customers  
21 regularly complained about these practices. However, owners and managers did nothing to  
22 change these practices until they were pursued by the Federal Trade Commission and State of  
23 Illinois. Napleton Auto Group ownership and management approved sales contracts. Napleton  
24 Auto Group ownership and management approved marketing materials. Napleton Auto Group  
25 ownership and management were regularly made aware of disputes with customers over their  
26 sales practices. In fact, it has been reported that a sales representative explained that these illegal  
27 sales practices were simply “the Napleton way.” Edmunds (2025).

172. Customer complaints of these illegal sales practices show that the conduct took place at dealerships that ultimately reached a settlement with the Federal Trade Commission and State of Illinois as well as dealerships that were not part of the settlement. On January 9, 2020, a customer explained that they had the following experience at Napleton's Arlington Heights Chrysler Dodge Jeep RAM, "they scammed me. they advertised dodge charger 2020 from 41k reduced to 33k. I signed every paper work and brought the car back from the dealer and noticed they put 39k in my sales contract." Edmunds (2025). On July 31, 2020, a customer said that at Napleton's Schaumburg Buick GMC they were told that it was practice to add a \$750 "re-conditioning" fee to the advertised price. Edmunds (2025). On August 8, 2020, a customer explained that Napleton Lincoln uses "fake & misleading advertisements & they try to hustle you when you are buying!" Cars.com (2025). On January 15, 2021, a customer described their experience at Napleton River Oaks Hyundai as follows, "they have no ethics, they are false, abusive, deceptive, and advantageous ... they make hidden and misleading charges." (translated from Spanish). Cars.com (2025). On May 28, 2021, a customer described their experience at Napleton Ford Libertyville as follows, "Terrible waste of time, lock in price prior to visit that claimed was good for 7 days then tried to upcharge 5k when arrived a couple hours later... Stay away!!" DealerRater (2025). On June 4, 2021, a customer described their experience at Napleton's Auto Park of Urbana as follows, "Wow be VERY VERY CAREFUL. I GOT WHAT I THOUGHT WAS A GOOD PRICE BUT THEY SNUCK IN OVER 5000.00 WORTH OF EXTRAs very sneaky." DealerRater (2025).

173. These illegal sales practices were taking place across the country in the many states where Napleton Auto Group operated. On April 22, 2019, a customer described their experience at Napleton Chevrolet Columbus in Wisconsin as follows, "They will charge you more than the advertised price and then argue with you about how it was a mistake. Your dishonesty is the worst I've ever dealt with. Trying to charge me more than your advertised price is ILLEGAL!!!" Cars.com (2025). On July 14, 2020, a customer described their experience at Napleton's Northlake Chrysler Dodge Jeep RAM in Florida as follows, "over \*6000\* in hidden

1 fees ... We've dealt with some dishonest dealers in looking nationwide for a car, but this one's  
2 the worst ... The car was listed at cars.com for 14k, but by the time they finish tacking on fees, it  
3 was over 20k. Seriously. The person on the phone eventually admitted that they 'build those fees  
4 into the price.' Cars.com (2025). On August 12, 2020, a customer described their experience at  
5 Ed Napleton Honda St Peters in Missouri as follows, "Horrible Bait and Switch from beginning  
6 to end! ... Total scammers. Complete bait and switch! They clearly advertised a price on  
7 CarGurus and their own website and tried to charge me \$4000 more. After my test drive, I told  
8 them that I was really interested. The salesman said he would be right back and that he would see  
9 if he could get me an even better deal. He returns in 10 minutes with a handwritten price sheet  
10 which included which included \$4000 in additional mandatory charges. I was like What?!? The  
11 sales manager came out as well and they both said that they show those prices online to get  
12 people in the door.' Cars.com (2025). On January 1, 2021, a customer described their experience  
13 at Napleton Kia of Fishers in Indiana as follows, "Went in to look at a car with grandmother who  
14 is on a fixed income. We looked online and found a car that she liked. Unfortunately the internet  
15 price is just to lure you in. By the time we walked away, the price was \$1500 more than the price  
16 online (excluding tax and title that we expected).' Cars.com (2025). Documentation showing  
17 consumer complaints is included in Exhibit D.

18 174. When Napleton Auto Group dealerships applied for loans, they specifically  
19 certified that they were not committing illegal conduct. They were further specifically informed  
20 in the PPP applications that as a condition of the PPP loans, they were prohibited from violating  
21 the United States Equal Credit Opportunity Act and Civil Rights laws. Thus, Defendants cannot  
22 assert that they did not have knowledge that these violations disqualified them from receiving  
23 PPP loans. Yet, from the time that they applied for PPP loans to the time that they sought  
24 forgiveness for these loans, Napleton Auto Group dealerships were systematically violating the  
25 United States Equal Credit Opportunity Act and Civil Rights laws, in addition to the Federal  
26 Trade Commission Act, the Truth in Lending Act, and the Illinois Consumer Fraud and  
27 Deceptive Business Practices Act. These laws prohibit unfair and deceptive acts or practices in  
28

1 commerce, require honest and accurate lending disclosures, and prohibit discrimination. Equal  
2 Credit Opportunity Act, 15 U.S.C. § 1691; Civil Rights, 13 C.F.R. §§ 112, 113, 117; Federal  
3 Trade Commission Act, 15 U.S.C. §§ 53, 57; Truth in Lending Act, 15 U.S.C. §§ 1601-66;  
4 Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 501/1 et seq. None of which  
5 were abided by the Napleton Auto Group dealerships while they contemporaneously applied for  
6 PPP loans and sought forgiveness for these loans.

7 175. Defendant dealerships submitted false claims when they applied for PPP loans  
8 and applied for forgiveness for PPP loans. Defendant dealerships should not have received any  
9 PPP loans because they were engaged in conduct where they violated the law and racially  
10 discriminated against customers. Defendants received PPP loans because they made materially  
11 false statements including certifying that they did not violate the law, certifying that they did not  
12 engage in illegal sales practices, certifying that they did not racially discriminate, and certifying  
13 that they were eligible for PPP loans. Defendants received loan forgiveness for PPP loans  
14 because they made materially false statements about using PPP loans for eligible purposes, when  
15 they were committing the exact conduct that was specifically prohibited by the PPP loan  
16 application they signed, i.e., violations of the United States Equal Credit Opportunity Act and  
17 Civil Rights laws. Defendants were also violating the Federal Trade Commission Act, the Truth  
18 in Lending Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act.  
19 Defendants did not disclose these illegal sales practices and certified that they did not violate the  
20 law. For the above reasons, at all times Defendants possessed the necessary scienter, knowingly  
21 directly or indirectly participating in practices that were specifically prohibited under the PPP  
22 loan applications that they signed. The false claims and false statements were material.

23 176. *Submissions of False Claims & False Statements in Support of False Claims.* For  
24 all PPP loans, Defendants submitted false claims and made false statements in support of these  
25 claims when they applied for PPP loans certifying that they were eligible for PPP loans and  
26 submitted PPP forgiveness applications certifying that loan proceeds were used for eligible  
27 purposes. The claims were false because Defendants were engaged in illegal sales practices that  
28

1 disqualified them from obtaining PPP loans. The loan proceeds were not used for eligible  
2 purposes as Defendants were not eligible for PPP loans. The claims were supported by additional  
3 false statements, including false statements about not being engaged in practices that violate the  
4 law or civil rights. Defendants were, however, violating the law and civil rights through their  
5 sales practices which included unauthorized and deceptive add-on charges in vehicle sales  
6 contracts, charging consumers add-on charges without consumer consent, and claiming that the  
7 add-on charges were mandatory. Doing so violated the United States Equal Credit Opportunity  
8 Act and Civil Rights laws which were specifically prohibited by PPP applications themselves.  
9 Doing so also violated the Federal Trade Commission Act, Truth in Lending Act, and the Illinois  
10 Consumer Fraud and Deceptive Business Practices Act. For these reasons, Defendants would not  
11 have been approved for PPP loans if not for these false statements and the government would not  
12 have been damaged if not for the submission PPP applications and forgiveness applications for  
13 said loans. With hundreds of consumer complaints, consumers specifically stating that the sales  
14 practices were illegal, and Defendants own employees referring to these illegal practices as “the  
15 Napelton way,” Defendants were aware of the widespread illegal practices taking place within  
16 the Napelton Auto Group and that these practices made them ineligible for PPP loans given that  
17 the PPP loans specifically prohibited such practices. Because of Defendants’ false claims and  
18 false statements, the government was damaged in the total amount of the forgiven PPP loan  
19 proceeds equaling at least approximately \$44,246,337 for all PPP loans and the full amount of  
20 the loan processing fees equaling an estimated approximately \$1,609,814. Defendants knew that  
21 they were engaged in illegal sales practices that disqualified them from obtaining PPP loans. At a  
22 minimum, Defendants acted with reckless disregard of the truth or falsity of the information in  
23 their PPP loan applications, in applying for PPP loans and seeking forgiveness for PPP loans  
24 under these circumstances while making all the above-described certifications. Thus, there are  
25 facts showing causes of action for both a submission of a false claim and a false statement in  
26 support of a false claim.

## 27 **VII. PPP APPLICATIONS**



177. Defendant Napleton's Arlington Heights Motors, Inc. doing business as ~~Napleton's~~ Napleton's Arlington Heights Chrysler Dodge Jeep ~~Ram~~RAM applied for a First Draw PPP loan in the amount of \$1,575,815 with JPMorgan Chase Bank, National Association which was approved on April 10, 2020. Loan processing fees are estimated at approximately \$47,274. Napleton's Arlington Heights Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton's Arlington Heights Motors, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~109~~178. Defendant Ed Napleton Elmhurst Imports, Inc. doing business as Ed Napleton Acura applied for a First Draw PPP loan in the amount of \$1,415,837 with JPMorgan Chase Bank, National Association which was approved on April 9, 2020. Loan processing fees are estimated at approximately \$42,475. Ed Napleton Elmhurst Imports, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, Ed Napleton Elmhurst Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~140~~179. Defendant Ed Napleton Westmont Imports, Inc. doing business as Ed Napleton Westmont Porsche applied for a First Draw PPP loan in the amount of \$1,145,200 with BMO Bank National Association which was approved on April 10, 2020. Loan processing fees are estimated at approximately \$34,356. Ed Napleton Westmont Imports, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, Ed Napleton Westmont Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~141~~180. Defendant ~~Napleton's~~ Napleton's Autowerks, Inc. doing business as Loves Park Mercedes applied for a First Draw PPP loan in the amount of \$1,046,975 with JPMorgan Chase Bank, National Association which was approved on April 10, 2020. Napleton's Loan processing fees are estimated at approximately \$31,409. Napleton's Autowerks, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, ~~Napleton's~~ Napleton's

Autowerks, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~112181.~~ Defendant ~~Napleton's~~~~Napleton's~~ River Oaks Motors, Inc. doing business as ~~Napleton's~~~~Napleton's~~ River Oaks Chrysler Dodge Jeep RAM applied for a First Draw PPP loan in the amount of \$1,015,247.50 with Old National Bank which was approved on April 6, 2020. ~~Napleton's~~~~Loan processing fees are estimated at approximately \$30,457.~~ ~~Napleton's~~ River Oaks Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, ~~Napleton's~~~~Napleton's~~ River Oaks Motors, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~113182.~~ Defendant Ed Napleton Calumet City Imports, Inc. doing business as Napleton River Oaks Hyundai applied for a First Draw PPP loan in the amount of \$915,710 with Old National Bank which was approved on April 6, 2020. ~~Loan processing fees are estimated at approximately \$27,471.~~ Ed Napleton Calumet City Imports, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, Ed Napleton Calumet City Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~114183.~~ Defendant Napleton Automotive of Urbana, LLC doing business as Genesis of Urbana, ~~Napleton's~~~~Napleton's~~ Auto Park of Urbana, ~~Napleton's~~~~Napleton's~~ Urbana Mitsubishi, ~~Napleton's~~~~Napleton's~~ Hyundai of Urbana, ~~Napleton's~~~~Napleton's~~ Kia of Urbana, ~~Napleton's~~~~Napleton's~~ Mazda of Urbana, ~~Napleton's~~~~Napleton's~~ Volkswagen of Urbana applied for a First Draw PPP loan in the amount of \$892,000 with BMO Bank National Association which was approved on April 10, 2020. ~~Loan processing fees are estimated at approximately \$26,760.~~ Napleton Automotive of Urbana, LLC received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton Automotive of Urbana, LLC did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

1 ~~115184.~~ Defendant Napleton's Schaumburg Pontiac-GMC Inc. doing business as  
 2 ~~Napleton's~~Napleton's Schaumburg Buick GMC applied for a First Draw PPP loan in the amount  
 3 of \$808,022 with JPMorgan Chase Bank, National Association which was approved on April 10,  
 4 2020 and a Second Draw PPP loan in the amount of \$642,542 with JPMorgan Chase Bank,  
 5 National Association which was approved on March 30, 2021. Loan processing fees are  
 6 estimated at approximately \$24,240 and approximately \$19,276, respectively. Napleton's  
 7 Schaumburg Pontiac-GMC Inc. received forgiveness for both the First Draw PPP loan and  
 8 Second Draw PPP loan. However, in its PPP applications, Napleton's Schaumburg Pontiac-GMC  
 9 Inc. did not identify all affiliated entities or otherwise accurately represent the number of  
 10 employees, tangible net worth, income, or financial need of all affiliated entities. Moreover, in  
 11 the Second Draw PPP loan application, Napleton's Schaumburg Pontiac-GMC Inc. did not list  
 12 an accurate number of employees that included employees at all affiliated entities. Applying with  
 13 only a select subset of dealerships also made it impossible for lenders to assess whether affiliated  
 14 entities suffered the sufficient reduction in gross receipts required for Second Draw PPP loan  
 15 eligibility.

16 ~~116185.~~ Napleton Motor Corp. doing business as Napleton Subaru, Porsche  
 17 Rockford applied for a First Draw PPP loan in the amount of \$775,565 with JPMorgan Chase  
 18 Bank, National Association which was approved on April 10, 2020. Loan processing fees are  
 19 estimated at approximately \$23,266. Napleton Motor Corp.- received forgiveness for the First  
 20 Draw PPP loan. However, in its PPP application, Napleton Motor Corp. did not identify all  
 21 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
 22 income, or financial need of all affiliated entities.

23 ~~117186.~~ Defendant Napleton Urbana Imports LLC doing business as  
 24 ~~Napleton's~~Napleton's Auto Park of Urbana, ~~Napleton's~~Napleton's Toyota of Urbana,  
 25 ~~Napleton's~~Napleton's Scion of Urbana applied for a First Draw PPP loan in the amount of  
 26 \$735,500 with BMO Bank National Association which was approved on April 9, 2020 and a  
 27 Second Draw PPP loan in the amount of \$680,830 with Old National Bank which was approved  
 28

on February 2, 2021. Loan processing fees are estimated at approximately \$22,065 and approximately \$20,424, respectively. Napleton Urbana Imports LLC received forgiveness for both the First Draw PPP loan and Second Draw PPP loan. However, in its PPP applications, Napleton Urbana Imports LLC did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP loan application, Napleton Urbana Imports LLC did not list an accurate number of employees that included employees at all affiliated entities. Applying with only a select subset of dealerships also made it impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in gross receipts required for Second Draw PPP loan eligibility.

~~118~~187. Defendant Napleton's Park Ridge Lincoln Inc. doing business as Napleton Lincoln applied for a First Draw PPP loan in the amount of \$604,407 with JPMorgan Chase Bank, National Association which was approved on April 13, 2020 and a Second Draw PPP loan in the amount of \$607,675 with JPMorgan Chase Bank, National Association which was approved on March 18, 2021. Loan processing fees are estimated at approximately \$18,132 and approximately \$18,230, respectively. Napleton's Park Ridge Lincoln Inc. received forgiveness for both the First Draw PPP loan and Second Draw PPP loan. However, in its PPP applications, Napleton's Park Ridge Lincoln Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP loan application, Napleton's Park Ridge Lincoln Inc. did not list an accurate number of employees that included employees at all affiliated entities. Applying with only a select subset of dealerships also made it impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in gross receipts required for Second Draw PPP loan eligibility.

~~119~~188. Defendant Napleton's River Oaks Cadillac, Inc. doing business as ~~Napleton's~~Napleton's River Oaks Cadillac applied for a First Draw PPP loan in the amount of \$601,102 with JPMorgan Chase Bank, National Association which was approved on April 10,

2020. ~~Napleton's~~Loan processing fees are estimated at approximately \$18,033. Napleton's River Oaks Cadillac received forgiveness for the First Draw PPP loan. However, in its PPP application, ~~Napleton's~~Napleton's River Oaks Cadillac did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~120189.~~ Defendant Napleton's Schaumburg Subaru, Inc. doing business as ~~Napleton's~~Napleton's Schaumburg Subaru applied for a First Draw PPP loan in the amount of \$469,797 with JPMorgan Chase Bank, National Association which was approved on April 10, 2020 and a Second Draw PPP loan in the amount of \$409,270 with JPMorgan Chase Bank, National Association which was approved on April 30, 2021. Loan processing fees are estimated at approximately \$14,093 and approximately \$12,278, respectively. Napleton's Schaumburg Subaru, Inc. received forgiveness for both the First Draw PPP loan and Second Draw PPP loan. However, in its PPP applications, Napleton's Schaumburg Subaru, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP loan application, Napleton's Schaumburg Subaru, Inc. did not list an accurate number of employees that included employees at all affiliated entities. Applying with only a select subset of dealerships also made it impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in gross receipts required for Second Draw PPP loan eligibility.

~~121190.~~ Defendant Napleton's Countryside Motors, Inc. doing business as ~~Napleton's~~Napleton's Countryside Mazda applied for a First Draw PPP loan in the amount of \$386,315 with JPMorgan Chase Bank, National Association which was approved on April 11, 2020. Loan processing fees are estimated at approximately \$11,589. Napleton's Countryside Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton's Countryside Motors, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

1 ~~122~~191. Defendant Napleton Schaumburg Motors, Inc. doing business as  
2 ~~Napleton's~~Napleton's Schaumburg Mazda applied for a First Draw PPP loan in the amount of  
3 \$336,125 with JPMorgan Chase Bank, National Association which was approved on April 10,  
4 2020. Loan processing fees are estimated at approximately \$16,806. Napleton Schaumburg  
5 Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application,  
6 Napleton Schaumburg Motors, Inc. did not identify all affiliated entities or otherwise accurately  
7 represent the number of employees, tangible net worth, income, or financial need of all affiliated  
8 entities.

9 ~~123~~192. Defendant Napleton Libertyville, Inc. doing business as Napleton Mazda  
10 of Libertyville applied for a First Draw PPP loan in the amount of \$312,325 with JPMorgan  
11 Chase Bank, National Association which was approved on April 10, 2020 and a Second Draw  
12 PPP loan in the amount of \$312,325 with JPMorgan Chase Bank, National Association which  
13 was approved on March 18, 2021. Loan processing fees are estimated at approximately \$15,616  
14 and approximately \$15,616, respectively. Napleton Libertyville, Inc. received forgiveness for  
15 both the First Draw PPP loan and Second Draw PPP loan. However, in its PPP applications,  
16 Napleton Libertyville, Inc. did not identify all affiliated entities or otherwise accurately represent  
17 the number of employees, tangible net worth, income, or financial need of all affiliated entities.  
18 Moreover, in the Second Draw PPP loan application, Napleton Libertyville, Inc. did not list an  
19 accurate number of employees that included employees at all affiliated entities. Applying with  
20 only a select subset of dealerships also made it impossible for lenders to assess whether affiliated  
21 entities suffered the sufficient reduction in gross receipts required for Second Draw PPP loan  
22 eligibility.

23 ~~124~~193. Defendant Napleton's Autowerks of Bourbonnais, Inc. doing business as  
24 Mercedes-Benz of Bourbonnais applied for a First Draw PPP loan in the amount of \$248,000  
25 with Peoples Bank of Kankakee County which was approved on April 4, 2020. Loan processing  
26 fees are estimated at approximately \$12,400. Napleton's Autowerks of Bourbonnais, Inc.  
27 received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton's  
28

Autowerks of Bourbonnais, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~125194.~~ Defendant Napleton's Palatine Motors Holding, Inc. doing business as ~~Napleton's~~ Palatine Mazda applied for a First Draw PPP loan in the amount of \$243,270 with JPMorgan Chase Bank, National Association which was approved on April 10, 2020. Loan processing fees are estimated at approximately \$12,163. Napleton's Palatine Motors Holding, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton's Palatine Motors Holding, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~126195.~~ Defendant Fran Napleton Lincoln, Inc. doing business as Napleton Lincoln of Blue Island applied for a First Draw PPP loan in the amount of \$234,300 with JPMorgan Chase Bank, National Association which was approved on April 10, 2020. Loan processing fees are estimated at approximately \$11,715. Fran Napleton Lincoln, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application, Fran Napleton Lincoln, Inc. did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

~~127196.~~ Defendant Ed Napleton Oak Lawn Imports, Inc. doing business as Ed Napleton Honda in Oak Lawn applied for a First Draw PPP loan in the amount of \$1,011,290 with First Midwest Bank, A Division of Old National Bank which was approved on April 27, 2020. Loan processing fees are estimated at approximately \$30,338. The loan has Exemption 4 listed for its loan status. However, in its PPP application, Ed Napleton Honda in Oak Lawn did not identify all affiliated entities or otherwise accurately represent the number of employees, tangible net worth, income, or financial need of all affiliated entities.

197. Defendant Napleton Aurora Imports, Inc. doing business as Napleton's Valley Hyundai applied for a First Draw PPP loan in the amount of \$1,165,377 with Toyota Financial

1 Savings Bank which was approved on April 27, 2020. Loan processing fees are estimated at  
2 approximately \$34,961. The loan has Exemption 4 listed for its loan status. However, in its PPP  
3 application, Napleton Aurora Imports, Inc. did not identify all affiliated entities or otherwise  
4 accurately represent the number of employees, tangible net worth, income, or financial need of  
5 all affiliated entities.

6 198. Defendant Napleton's Goldcoast Imports, Inc. doing business as Napleton's  
7 Aston Martin Downers Grove, Napleton Maserati Downers Grove applied for a First Draw PPP  
8 loan in the amount of \$447,580 with Toyota Financial Savings Bank which was approved on  
9 April 27, 2020. Loan processing fees are estimated at approximately \$13,427. The loan has  
10 Exemption 4 listed for its loan status. However, in its PPP application, Napleton's Goldcoast  
11 Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the number  
12 of employees, tangible net worth, income, or financial need of all affiliated entities.

13 199. Defendant Steve Foley Cadillac, Inc. applied for a First Draw PPP loan in the  
14 amount of \$961,132 with JPMorgan Chase Bank, National Association which was approved on  
15 April 13, 2020. Loan processing fees are estimated at approximately \$28,833. Steve Foley  
16 Cadillac, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application,  
17 Steve Foley Cadillac, Inc. did not identify all affiliated entities or otherwise accurately represent  
18 the number of employees, tangible net worth, income, or financial need of all affiliated entities.

19 200. Defendant Napleton 1050, Inc. doing business as Napleton Cadillac of  
20 Libertyville applied for a First Draw PPP loan in the amount of \$593,422 with JPMorgan Chase  
21 Bank, National Association which was approved on April 10, 2020. Loan processing fees are  
22 estimated at approximately \$17,802. Napleton 1050, Inc. received forgiveness for the First Draw  
23 PPP loan. However, in its PPP application, Napleton 1050, Inc. did not identify all affiliated  
24 entities or otherwise accurately represent the number of employees, tangible net worth, income,  
25 or financial need of all affiliated entities.

26 201. Defendant Napleton 6677, Inc. doing business as Land Rover Rockford, Jaguar  
27 Rockford applied for a First Draw PPP loan in the amount of \$130,710 with JPMorgan Chase  
28



1 Bank, National Association which was approved on April 10, 2020. Loan processing fees are  
2 estimated at approximately \$6,535. Napleton 6677, Inc. received forgiveness for the First Draw  
3 PPP loan. However, in its PPP application, Napleton 6677, Inc. did not identify all affiliated  
4 entities or otherwise accurately represent the number of employees, tangible net worth, income,  
5 or financial need of all affiliated entities.

6 202. Defendant Napleton Fleet, Inc. doing business as Napleton Fleet Group applied  
7 for a First Draw PPP loan in the amount of \$188,550 with JPMorgan Chase Bank, National  
8 Association which was approved on April 10, 2020. Loan processing fees are estimated at  
9 approximately \$9,427. The loan has Exemption 4 listed for its loan status. However, in its PPP  
10 application, Napleton Fleet, Inc. did not identify all affiliated entities or otherwise accurately  
11 represent the number of employees, tangible net worth, income, or financial need of all affiliated  
12 entities.

13 203. Defendant North American Automotive Services, Inc. doing business as  
14 Cash4Techs applied for a First Draw PPP loan in the amount of \$1,572,102 with JPMorgan  
15 Chase Bank, National Association which was approved on April 10, 2020. Loan processing fees  
16 are estimated at approximately \$47,163. The loan has Exemption 4 listed for its loan status.  
17 However, in its PPP application, North American Automotive Services, Inc. did not identify all  
18 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
19 income, or financial need of all affiliated entities.

20 204. Defendant Oak Hill Marketing applied for a First Draw PPP loan in the amount of  
21 \$347,947 with JPMorgan Chase Bank, National Association which was approved on April 20,  
22 2020. Loan processing fees are estimated at approximately \$17,397. The loan has Exemption 4  
23 listed for its loan status. However, in its PPP application, Oak Hill Marketing did not identify all  
24 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
25 income, or financial need of all affiliated entities.

26 205. Defendant Sessler Ford, Inc. doing business as Napleton Ford Libertyville applied  
27 for a First Draw PPP loan in the amount of \$634,675 with JPMorgan Chase Bank, National  
28

1 Association which was approved on April 10, 2020 and a Second Draw PPP loan in the amount  
 2 of \$748,662 with JPMorgan Chase Bank, National Association which was approved on March  
 3 18, 2021. Loan processing fees are estimated at approximately \$19,040 and approximately  
 4 \$22,459, respectively. Sessler Ford, Inc. received forgiveness for both the First Draw PPP loan  
 5 and Second Draw PPP loan. However, in its PPP applications, Sessler Ford, Inc. did not identify  
 6 all affiliated entities or otherwise accurately represent the number of employees, tangible net  
 7 worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP  
 8 loan application, Sessler Ford, Inc. did not list an accurate number of employees that included  
 9 employees at all affiliated entities. Applying with only a select subset of dealerships also made it  
 10 impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in  
 11 gross receipts required for Second Draw PPP loan eligibility.

12 206. Defendant Napleton Carmel Motors, LLC doing business as Napleton Hyundai of  
 13 Carmel applied for a First Draw PPP loan in the amount of \$750,280 with JPMorgan Chase  
 14 Bank, National Association which was approved on April 10, 2020. Loan processing fees are  
 15 estimated at approximately \$22,508. Napleton Hyundai of Carmel received forgiveness for the  
 16 First Draw PPP loan. However, in its PPP application, Napleton Hyundai of Carmel did not  
 17 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
 18 net worth, income, or financial need of all affiliated entities.

19 128207. Defendant Napleton's Autowerks of Indiana, Inc. doing business as  
 20 Napleton Schererville Mercedes applied for a First Draw PPP loan in the amount of \$488,810  
 21 with JPMorgan Chase Bank, National Association which was approved on April 10, 2020.  
 22 Zeigler Hoffman Estates I, LLC Loan processing fees are estimated at approximately \$14,664.  
 23 Napleton's Autowerks of Indiana, Inc. received forgiveness for the First Draw PPP loan.  
 24 However, in its PPP application, Napleton's Autowerks of Indiana, Inc. did not identify all  
 25 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
 26 income, or financial need of all affiliated entities.

27 129208. Defendant Napleton Fishers Imports, LLC doing business as Napleton Kia  
 28

1 of Fishers applied for a First Draw PPP loan in the amount of \$471,902 with JPMorgan Chase  
 2 Bank, National Association which was approved on April 9, 2020. Loan processing fees are  
 3 estimated at approximately \$14,157. Napleton Fishers Imports, LLC received forgiveness for the  
 4 First Draw PPP loan. However, in its PPP application, Napleton Fishers Imports, LLC did not  
 5 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
 6 net worth, income, or financial need of all affiliated entities.

7 ~~130209.~~ Defendant Napleton Carmel Imports, LLC doing business as Napleton Kia  
 8 of Carmel applied for a First Draw PPP loan in the amount of \$356,097 with JPMorgan Chase  
 9 Bank, National Association which was approved on April 9, 2020. Loan processing fees are  
 10 estimated at approximately \$10,682. Napleton Carmel Imports, LLC received forgiveness for the  
 11 First Draw PPP loan. However, in its PPP application, Napleton Carmel Imports, LLC did not  
 12 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
 13 net worth, income, or financial need of all affiliated entities.

14 ~~131210.~~ Defendant Napleton 1301, Inc. doing business as Napleton Nissan  
 15 Schererville applied for a First Draw PPP loan in the amount of \$131,395 with JPMorgan Chase  
 16 Bank, National Association which was approved on April 10, 2020 and a Second Draw PPP loan  
 17 in the amount of \$239,900 with The Leaders Bank which was approved on February 3, 2021.  
 18 Loan processing fees are estimated at approximately \$6,569 and approximately \$11,995,  
 19 respectively. Napleton 1301, Inc. received forgiveness for both the First Draw PPP loan and  
 20 Second Draw PPP loan. However, in its PPP applications, Napleton 1301, Inc. did not identify  
 21 all affiliated entities or otherwise accurately represent the number of employees, tangible net  
 22 worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP  
 23 loan application, Napleton 1301, Inc. did not list an accurate number of employees that included  
 24 employees at all affiliated entities. Applying with only a select subset of dealerships also made it  
 25 impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in  
 26 gross receipts required for Second Draw PPP loan eligibility.

27 ~~132211.~~ Defendant Napleton Italian Imports, LLC doing business as Napleton  
 28

1 Maserati of Indianapolis, Napleton Alfa Romeo of Indianapolis applied for a First Draw PPP  
2 loan in the amount of \$173,430 with JPMorgan Chase Bank, National Association which was  
3 approved on April 13, 2020. Loan processing fees are estimated at approximately \$8,671.  
4 Napleton Italian Imports, LLC received forgiveness for the First Draw PPP loan. However, in its  
5 PPP application, Napleton Italian Imports, LLC did not identify all affiliated entities or otherwise  
6 accurately represent the number of employees, tangible net worth, income, or financial need of  
7 all affiliated entities.

8 ~~1332~~12. Defendant Napleton Twin Cities Imports, LLC doing business as Lexus of  
9 Wayzata applied for a First Draw PPP loan in the amount of \$3,369,123 with Toyota Financial  
10 Savings Bank which was approved on April 11, 2020. Loan processing fees are estimated at  
11 approximately \$33,691. Napleton Twin Cities Imports, LLC received forgiveness for the First  
12 Draw PPP loan. However, in its PPP application, Napleton Twin Cities Imports, LLC did not  
13 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
14 net worth, income, or financial need of all affiliated entities.

15 ~~1342~~13. Defendant Napleton Wayzata Motors, LLC doing business as Chevrolet of  
16 Wayzata applied for a First Draw PPP loan in the amount of \$1,306,930 with Toyota Financial  
17 Savings Bank which was approved on April 13, 2020. Loan processing fees are estimated at  
18 approximately \$39,207. Napleton Wayzata Motors, LLC received forgiveness for the First Draw  
19 PPP loan. However, in its PPP application, Napleton Wayzata Motors, LLC did not identify all  
20 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
21 income, or financial need of all affiliated entities.

22 ~~1352~~14. Defendant Napleton Rochester Imports, LLC doing business as Mercedes-  
23 Benz of  
24 Rochester applied for a First Draw PPP loan in the amount of \$346,108 with Toyota Financial  
25 Savings Bank which was approved on April 11, 2020. Loan processing fees are estimated at  
26 approximately \$17,305. Napleton Rochester Imports, LLC received forgiveness for the First  
27 Draw PPP loan. However, in its PPP application, Napleton Rochester Imports, LLC did not  
28

1 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
2 net worth, income, or financial need of all affiliated entities.

3 ~~1362~~15. Defendant Ed Napleton St. Louis Imports, Inc. doing business as Ed  
4 Napleton Honda St Peters applied for a First Draw PPP loan in the amount of \$1,056,562 with  
5 Toyota Financial Savings Bank which was approved on April 12, 2020. Loan processing fees are  
6 estimated at approximately \$31,696. Ed Napleton St. Louis Imports, Inc. received forgiveness  
7 for the First Draw PPP loan. However, in its PPP application, Ed Napleton St. Louis Imports,  
8 Inc. did not identify all affiliated entities or otherwise accurately represent the number of  
9 employees, tangible net worth, income, or financial need of all affiliated entities.

10 ~~1372~~16. Defendant Napleton's Mid Rivers Motors, Inc. doing business as  
11 ~~Napleton's~~Napleton's Mid Rivers Chrysler Dodge Jeep RAM Fiat applied for a First Draw PPP  
12 loan in the amount of \$910,642 with Toyota Financial Savings Bank which was approved on  
13 April 13, 2020. Loan processing fees are estimated at approximately \$27,319. Napleton's Mid  
14 Rivers Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP  
15 application, Napleton's Mid Rivers Motors, Inc. did not identify all affiliated entities or  
16 otherwise accurately represent the number of employees, tangible net worth, income, or financial  
17 need of all affiliated entities.

18 ~~1382~~17. Defendant Napleton Hazelwood Imports, LLC doing business as Napleton  
19 Hyundai applied for a First Draw PPP loan in the amount of \$776,972 with Toyota Financial  
20 Savings Bank which was approved on April 13, 2020. Loan processing fees are estimated at  
21 approximately \$23,309. Napleton Hazelwood Imports, LLC received forgiveness for the First  
22 Draw PPP loan. However, in its PPP application, Napleton Hazelwood Imports, LLC did not  
23 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
24 net worth, income, or financial need of all affiliated entities.

25 ~~1392~~18. Defendant Napleton Mid Rivers Imports, Inc. doing business as  
26 ~~Napleton's~~Napleton's Mid Rivers Kia applied for a First Draw PPP loan in the amount of  
27 \$648,310 with Bank of America, National Association which was approved on April 11, 2020.  
28

1 Loan processing fees are estimated at approximately \$19,449. Napleton Mid Rivers Imports, Inc.  
 2 received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton Mid  
 3 Rivers Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the  
 4 number of employees, tangible net worth, income, or financial need of all affiliated entities.

5 140219. Defendant Napleton St. Louis Imports, LLC doing business as Napleton  
 6 St. Louis Nissan applied for a First Draw PPP loan in the amount of \$581,315 with JPMorgan  
 7 Chase Bank, National Association which was approved on April 9, 2020. Loan processing fees  
 8 are estimated at approximately \$17,439. Napleton St. Louis Imports, LLC received forgiveness  
 9 for the First Draw PPP loan. However, in its PPP application, Napleton St. Louis Imports, LLC  
 10 did not identify all affiliated entities or otherwise accurately represent the number of employees,  
 11 tangible net worth, income, or financial need of all affiliated entities.

12 141220. Napleton Autowerks Missouri, Inc. doing business as Porsche Springfield  
 13 applied for a First Draw PPP loan in the amount of \$524,185 with JPMorgan Chase Bank,  
 14 National Association which was approved on April 14, 2020. Loan processing fees are estimated  
 15 at approximately \$15,725. Napleton Autowerks Missouri, Inc. received forgiveness for the First  
 16 Draw PPP loan. However, in its PPP application, Napleton Autowerks Missouri, Inc. did not  
 17 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
 18 net worth, income, or financial need of all affiliated entities.

19 142221. Defendant Napleton Wyoming Valley Imports, Inc. doing business as  
 20 Wyoming Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley applied for a First  
 21 Draw PPP loan in the amount of \$1,249,060 with JPMorgan Chase Bank, National Association  
 22 which was approved on April 9, 2020. Loan processing fees are estimated at approximately  
 23 \$37,471. Napleton Wyoming Valley Imports, Inc. received forgiveness for the First Draw PPP  
 24 loan. However, in its PPP application, Napleton Wyoming Valley Imports, Inc. did not identify  
 25 all affiliated entities or otherwise accurately represent the number of employees, tangible net  
 26 worth, income, or financial need of all affiliated entities.

27 143222. Defendant Napleton's Ellwood Motors, Inc. doing business as Napleton  
 28

1 Ellwood City Chrysler Dodge Jeep RAM applied for a First Draw PPP loan in the amount of  
2 \$433,585 with Bank of America, National Association which was approved on April 28, 2020.  
3 Loan processing fees are estimated at approximately \$13,007. The loan has Exemption 4 listed  
4 for its loan status. However, in its PPP application, Napleton's Ellwood Motors, Inc. did not  
5 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
6 net worth, income, or financial need of all affiliated entities.

7 223. Defendant Napleton Brookfield Imports, LLC doing business as Toyota of  
8 Brookfield applied for a First Draw PPP loan in the amount of \$1,572,450 with Toyota Financial  
9 Savings Bank which was approved on April 9, 2020. Loan processing fees are estimated at  
10 approximately \$47,173. Napleton Brookfield Imports, LLC received forgiveness for the First  
11 Draw PPP loan. However, in its PPP application, Napleton Brookfield Imports, LLC did not  
12 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
13 net worth, income, or financial need of all affiliated entities.

14 144224. Defendant Napleton Bluemound Imports, LLC doing business as Lexus of  
15 Brookfield applied for a First Draw PPP loan in the amount of \$1,541,167.50 with Toyota  
16 Financial Savings Bank which was approved on April 9, 2020. Loan processing fees are  
17 estimated at approximately \$46,235. Napleton Bluemound Imports, LLC received forgiveness  
18 for the First Draw PPP loan. However, in its PPP application, Napleton Bluemound Imports,  
19 LLC did not identify all affiliated entities or otherwise accurately represent the number of  
20 employees, tangible net worth, income, or financial need of all affiliated entities.

21 145225. Defendant Napleton Autowerks Wisconsin, Inc. doing business as  
22 Napleton Chevrolet Columbus applied for a First Draw PPP loan in the amount of \$194,072 with  
23 JPMorgan Chase Bank, National Association which was approved on April 11, 2020. Loan  
24 processing fees are estimated at approximately \$9,703. Napleton Autowerks Wisconsin, Inc.  
25 received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton  
26 Autowerks Wisconsin, Inc. did not identify all affiliated entities or otherwise accurately  
27 represent the number of employees, tangible net worth, income, or financial need of all affiliated  
28

1 entities.

2 ~~146226.~~ Defendant Napleton's North Palm Auto Park, Inc. doing business as  
 3 ~~Napleton's~~ Napleton's Northlake Chrysler Dodge Jeep RAM applied for a First Draw PPP loan in  
 4 the amount of \$1,689,493 with Toyota Financial Savings Bank which was approved on April 12,  
 5 2020. Loan processing fees are estimated at approximately \$50,684. Napleton's North Palm  
 6 Auto Park, Inc.- received forgiveness for the First Draw PPP loan. However, in its PPP  
 7 application, Napleton's North Palm Auto Park, Inc. did not identify all affiliated entities or  
 8 otherwise accurately represent the number of employees, tangible net worth, income, or financial  
 9 need of all affiliated entities.

10 ~~147227.~~ Defendant Napleton Enterprises, LLC doing business as Napleton  
 11 Kissimmee Chrysler Dodge Jeep RAM applied for a First Draw PPP loan in the amount of  
 12 \$1,314,743 with Toyota Financial Savings Bank which was approved on April 12, 2020. Loan  
 13 processing fees are estimated at approximately \$39,442. Napleton Enterprises, LLC received  
 14 forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton Enterprises,  
 15 LLC did not identify all affiliated entities or otherwise accurately represent the number of  
 16 employees, tangible net worth, income, or financial need of all affiliated entities.

17 ~~148228.~~ Defendant Napleton's Palm Beach Imports, LLC doing business as  
 18 ~~Napleton's~~ Napleton's Palm Beach Acura applied for a First Draw PPP loan in the amount of  
 19 \$763,077 with JPMorgan Chase Bank, National Association which was approved on April 9,  
 20 2020. Loan processing fees are estimated at approximately \$22,892. Napleton's Palm Beach  
 21 Imports, LLC received forgiveness for the First Draw PPP loan. However, in its PPP application,  
 22 Napleton's Palm Beach Imports, LLC did not identify all affiliated entities or otherwise  
 23 accurately represent the number of employees, tangible net worth, income, or financial need of  
 24 all affiliated entities.

25 ~~149229.~~ Defendant EFN West Palm Motor Sales, LLC dba Napleton's West Palm  
 26 Hyundai applied for a First Draw PPP loan in the amount of \$1,177,870 with Toyota Financial  
 27 Savings Bank which was approved on April 14, 2020. Loan processing fees are estimated at  
 28



1 approximately \$35,336. EFN West Palm Motor Sales, LLC received forgiveness for the First  
 2 Draw PPP loan. However, in its PPP application, EFN West Palm Motor Sales, LLC did not  
 3 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
 4 net worth, income, or financial need of all affiliated entities.

5 230. Defendant Napleton Orlando Imports, LLC doing business as  
 6 Napleton's Napleton's Volkswagen of Orlando applied for a First Draw PPP loan in the amount  
 7 of \$542,897 with Old National Bank which was approved on April 30, 2020. Loan processing  
 8 fees are estimated at approximately \$16,286. Napleton Orlando Imports, LLC received  
 9 forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton Orlando  
 10 Imports, LLC did not identify all affiliated entities or otherwise accurately represent the number  
 11 of employees, tangible net worth, income, or financial need of all affiliated entities.

12 150231. Defendant Napleton Sanford Imports, LLC doing business as Napleton's  
 13 Volkswagen of Sanford applied for a First Draw PPP loan in the amount of \$539,752 with First  
 14 Midwest Bank, A Division of Old National Bank which was approved on April 30, 2020. Loan  
 15 processing fees are estimated at approximately \$16,192. The loan has Exemption 4 listed for its  
 16 loan status. However, in its PPP application, Napleton Sanford Imports, LLC did not identify all  
 17 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
 18 income, or financial need of all affiliated entities.

19 232. Defendant North Palm Motors, LLC doing business as Napleton Northlake Kia  
 20 applied for a First Draw PPP loan in the amount of \$740,390 with First Midwest Bank, A  
 21 Division of Old National Bank which was approved on April 30, 2020. Loan processing fees are  
 22 estimated at approximately \$22,211. The loan has Exemption 4 listed for its loan status.  
 23 However, in its PPP application, North Palm Motors, LLC did not identify all affiliated entities  
 24 or otherwise accurately represent the number of employees, tangible net worth, income, or  
 25 financial need of all affiliated entities.

26 233. Defendant North Palm Hyundai, LLC doing business as Napleton's North Palm  
 27 Hyundai applied for a First Draw PPP loan in the amount of \$613,282 with Bank of America,  
 28

1 National Association which was approved on April 12, 2020. Loan processing fees are estimated  
2 at approximately \$18,398. North Palm Hyundai, LLC received forgiveness for the First Draw  
3 PPP loan. However, in its PPP application, North Palm Hyundai, LLC did not identify all  
4 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
5 income, or financial need of all affiliated entities.

6 234. Defendant Clermont Motors, LLC doing business as Napleton Clermont Chrysler  
7 Jeep Dodge RAM applied for a First Draw PPP loan in the amount of \$1,033,255 with JPMorgan  
8 Chase Bank, National Association which was approved on April 11, 2020. Loan processing fees  
9 are estimated at approximately \$30,997. Clermont Motors, LLC received forgiveness for the  
10 First Draw PPP loan. However, in its PPP application, Clermont Motors, LLC did not identify all  
11 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,  
12 income, or financial need of all affiliated entities.

13 235. Defendant Augusta Imports, LLC doing business as Napleton Infiniti of Augusta  
14 applied for a First Draw PPP loan in the amount of \$401,512 with Bank of America, National  
15 Association which was approved on April 29, 2020. Loan processing fees are estimated at  
16 approximately \$12,045. Augusta Imports, LLC received forgiveness for the First Draw PPP loan.  
17 However, in its PPP application, Augusta Imports, LLC did not identify all affiliated entities or  
18 otherwise accurately represent the number of employees, tangible net worth, income, or financial  
19 need of all affiliated entities.

20 236. Defendant Macon Imports, LLC doing business as Infiniti of Macon applied for a  
21 First Draw PPP loan in the amount of \$255,782 with JPMorgan Chase Bank, National  
22 Association which was approved on April 10, 2020 and a Second Draw PPP loan in the amount  
23 of \$282,960 with First Midwest Bank, A Division of Old National Bank which was approved on  
24 April 28, 2021. Loan processing fees are estimated at approximately \$12,789 and approximately  
25 \$14,148, respectively. Macon Imports, LLC received forgiveness for both the First Draw PPP  
26 loan and Second Draw PPP loan. However, in its PPP applications, Macon Imports, LLC did not  
27 identify all affiliated entities or otherwise accurately represent the number of employees, tangible  
28

1 net worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP  
 2 loan application, Macon Imports, LLC did not list an accurate number of employees that  
 3 included employees at all affiliated entities. Applying with only a select subset of dealerships  
 4 also made it impossible for lenders to assess whether affiliated entities suffered the sufficient  
 5 reduction in gross receipts required for Second Draw PPP loan eligibility.

6 237. Defendant EFN Westmont Real Estate Holdings LLC withheld information from  
 7 PPP loan applications that would have further shown that Napleton Auto Group and affiliated  
 8 entities were ineligible for PPP loans.

9 154238. Defendant EFN Lansing Property LLC withheld information from PPP  
 10 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
 11 were ineligible for PPP loans.

12 152239. Defendant EFN Urbana Properties LLC withheld information from PPP  
 13 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
 14 were ineligible for PPP loans.

15 153240. Defendant ~~Napleton's Rockford~~Napleton Properties LLC withheld  
 16 information from PPP loan applications that would have further shown that Napleton Auto  
 17 Group and affiliated entities were ineligible for PPP loans.

18 154241. Defendant ~~Sedley~~Sedgley Partners LLC withheld information from PPP  
 19 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
 20 were ineligible for PPP loans.

21 155242. Defendant EFN Carmel Properties LLC withheld information from PPP  
 22 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
 23 were ineligible for PPP loans.

24 156243. Defendant EFN Fishers Properties LLC withheld information from PPP  
 25 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
 26 were ineligible for PPP loans.

27 157244. Defendant EFN Import Properties LLC withheld information from PPP  
 28

1 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
2 were ineligible for PPP loans.

3 ~~158245.~~ Defendant EFN Wayzata Properties LLC withheld information from PPP  
4 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
5 were ineligible for PPP loans.

6 ~~159246.~~ Defendant EFN St Peters Property II LLC withheld information from PPP  
7 ~~loan applications that would have further shown that Napleton Auto Group and affiliated entities~~  
8 ~~were ineligible for PPP loans.~~

9 ~~247.~~ Defendant EFN 4951 Executive Centre Property LLC withheld information from  
10 PPP loan applications that would have further shown that Napleton Auto Group and affiliated  
11 entities were ineligible for PPP loans.

12 ~~160248.~~ Defendant EFN St. Louis Property LLC withheld information from PPP  
13 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
14 were ineligible for PPP loans.

15 ~~161249.~~ Defendant Napleton Equities LLC withheld information from PPP loan  
16 applications that would have further shown that Napleton Auto Group and affiliated entities were  
17 ineligible for PPP loans.

18 ~~162250.~~ Defendant EFN Brookfield Property LLC withheld information from PPP  
19 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
20 were ineligible for PPP loans.

21 ~~163251.~~ Defendant EFN Bluemound Property LLC withheld information from PPP  
22 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
23 were ineligible for PPP loans.

24 ~~164. Defendant 100 West Golf LLC withheld information from PPP loan applications~~  
25 ~~that would have further shown that Napleton Auto Group and affiliated entities were ineligible~~  
26 ~~for PPP loans.~~

27 ~~165. Defendant EFN Hazelwood Properties~~252. Defendant 100 West Golf LLC  
28

1 withheld information from PPP loan applications that would have further shown that Napleton  
2 Auto Group and affiliated entities were ineligible for PPP loans.

3 166253. Defendant EFN Hazelwood Properties LLC withheld information from  
4 PPP loan applications that would have further shown that Napleton Auto Group and affiliated  
5 entities were ineligible for PPP loans.

6 254. Defendant Napleton Investment Partnership LP withheld information from PPP  
7 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
8 were ineligible for PPP loans.

9 255. Defendant EFN Rochester Properties LLC withheld information from PPP loan  
10 applications that would have further shown that Napleton Auto Group and affiliated entities were  
11 ineligible for PPP loans.

12 256. Defendant EFN Hazelwood Properties LLC withheld information from PPP loan  
13 applications that would have further shown that Napleton Auto Group and affiliated entities were  
14 ineligible for PPP loans.

15 257. Defendant EFN Wyoming Valley Properties LLC withheld information from PPP  
16 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
17 were ineligible for PPP loans.

18 258. Defendant EFN Ellwood Property LLC withheld information from PPP loan  
19 applications that would have further shown that Napleton Auto Group and affiliated entities were  
20 ineligible for PPP loans.

21 259. Defendant EFN Downers Grove Property LLC withheld information from PPP  
22 loan applications that would have further shown that Napleton Auto Group and affiliated entities  
23 were ineligible for PPP loans.

24 260. Defendant EFN Aurora Property LLC withheld information from PPP loan  
25 applications that would have further shown that Napleton Auto Group and affiliated entities were  
26 ineligible for PPP loans.

27 261. Defendants Edward F. Napleton, Maureen Napleton, Stephen R. Napleton,  
28

William F Napleton, Christopher Napleton, Paul Napleton, Brian Napleton, ~~and Katherine Napleton, and Ken Stevens~~ withheld information from PPP loan applications that would have further shown that affiliated entities of Napleton Auto Group were ineligible for PPP loans, such as information showing that collectively affiliated entities of Napleton Auto Group have many hundreds of employees. Tables showing applicant names, loan amounts, and jobs reported are below. Affiliated entities of Napleton Auto Group obtained ~~and sought forgiveness for~~ at least ~~\$37,413,075~~\$50,692,910 of PPP loans, including at least ~~\$2,892,542~~\$3,924,164 of Second Draw PPP loans.

**Table 4: Defendants' First Draw PPP Loans**

Applicant	Loan Amount
Napleton's Arlington Heights Motors, Inc.	\$1,575,815
Ed Napleton Elmhurst Imports, Inc.	\$1,415,837
Ed Napleton Westmont Imports, Inc.	\$1,145,200
<del>Napleton's</del> Napleton's Autowerks, Inc.	\$1,046,975
<del>Napleton's</del> Napleton's River Oaks Motors, Inc.	\$1,015,247.50
Ed Napleton Calumet City Imports, Inc.	\$915,710
Napleton Automotive of Urbana, LLC	\$892,000
Napleton's Schaumburg Pontiac-GMC Inc.	\$808,022
Napleton Motor Corp.	\$775,565
Napleton Urbana Imports LLC	\$735,500
Napleton's Park Ridge Lincoln Inc.	\$604,407
Napleton's River Oaks Cadillac, Inc.	\$601,102
Napleton's Schaumburg Subaru, Inc.	\$469,797
Napleton's Countryside Motors, Inc.	\$386,315
Napleton Schaumburg Motors,	\$336,125

1	Inc.	
2	Napleton Libertyville, Inc.	\$312,325
3	Napleton's Autowerks of	\$248,000
4	Bourbonnais, Inc.	
5	Napleton's Palatine Motors-	\$243,270
6	Holding, Inc.	
7	Fran Napleton Lincoln, Inc.	\$234,300
8	Ed Napleton Oak Lawn	<u>\$1,011,290</u>
9	Imports, Inc.	
10	Napleton Aurora Imports, Inc.	<u>\$1,165,377</u>
11	Napleton's Goldcoast Imports,	<u>\$447,580</u>
12	Inc.	
13	Steve Foley Cadillac, Inc.	<u>\$961,132</u>
14	Napleton 1050, Inc.	<u>\$593,422</u>
15	Napleton 6677, Inc.	<u>\$130,710</u>
16	Napleton Fleet, Inc.	<u>\$188,550</u>
17	North American Automotive	<u>\$1,572,102</u>
18	Services, Inc.	
19	Oak Hill Marketing	<u>\$347,947</u>
20	Sessler Ford, Inc.	<u>\$634,675</u>
21	Napleton Carmel Motors, LLC	\$750,280
22	Napleton's Autowerks of	\$488,810
23	Indiana, Inc.	
24	Napleton Fishers Imports, LLC	\$471,902
25	Napleton Carmel Imports, LLC	\$356,097
26	Napleton 1301, Inc.	\$131,395
27	Napleton Italian Imports, LLC	\$173,430
28	Napleton Twin Cities Imports,	\$3,369,123
	LLC	
	Napleton Wayzata Motors, LLC	\$1,306,930
	Napleton Rochester Imports,	\$346,108
	LLC	
	Ed Napleton St. Louis Imports,	\$1,056,562
	Inc.	
	Napleton's Mid Rivers Motors,	\$910,642
	Inc.	
	Napleton Hazelwood Imports,	\$776,972
	LLC	
	Napleton Mid Rivers Imports,	\$648,310
	Inc.	
	Napleton St. Louis Imports,	\$581,315
	LLC	
	Napleton Autowerks Missouri,	\$524,185
	Inc.	
	Napleton Wyoming Valley	\$1,249,060

Imports, Inc.	
<u>Napleton's Ellwood Motors, Inc.</u>	<u>\$433,585</u>
Napleton Brookfield Imports, LLC	\$1,572,450
Napleton Bluemound Imports, LLC	\$1,541,167.50
Napleton Autowerks Wisconsin, Inc.	\$194,072
Napleton's North Palm Auto Park, Inc.	\$1,689,493
Napleton Enterprises, LLC	\$1,314,743
Napleton's Palm Beach Imports, LLC	\$763,077
<u>EFN West Palm Motor Sales, LLC</u>	<u>\$1,177,870</u>
Napleton Orlando Imports, LLC	\$542,897
<u>Napleton Sanford Imports, LLC</u>	<u>\$539,752</u>
<u>North Palm Motors, LLC</u>	<u>\$740,390</u>
<u>North Palm Hyundai, LLC</u>	<u>\$613,282</u>
<u>Clermont Motors, LLC</u>	<u>\$1,033,255</u>
<u>Augusta Imports, LLC</u>	<u>\$401,512</u>
<u>Macon Imports, LLC</u>	<u>\$255,782</u>
Total	<u><b>\$34,520,533,46,768,746</b></u>

Table 5: Defendants' Second Draw PPP Loans

Applicant	Loan Amount
Napleton's Schaumburg Pontiac-GMC Inc.	\$642,542
Napleton Urbana Imports LLC	\$680,830
Napleton's Park Ridge Lincoln Inc.	\$607,675
Napleton's Schaumburg Subaru Inc.	\$409,270
Napleton Libertyville, Inc.	\$312,325
<u>Sessler Ford, Inc.</u>	<u>\$748,662</u>
Napleton 1301 Inc.	\$239,900
<u>Macon Imports, LLC</u>	<u>\$282,960</u>
Total	<u><b>\$2,892,5423,924,164</b></u>

Table 6: Defendants' Jobs Reported on PPP Applications



Applicant	Jobs Reported
Napleton's Arlington Heights Motors, Inc.	101 (First Draw)
Ed Napleton Elmhurst Imports, Inc.	85 (First Draw)
Ed Napleton Westmont Imports, Inc.	71 (First Draw)
<del>Napleton's</del> <u>Napleton's</u> Autowerks, Inc.	80 (First Draw)
<del>Napleton's</del> <u>Napleton's</u> River Oaks Motors, Inc.	70 (First Draw)
Ed Napleton Calumet City Imports, Inc.	60 (First Draw)
Napleton Automotive of Urbana, LLC	101 (First Draw)
Napleton's Schaumburg Pontiac-GMC Inc.	63 (First Draw) and 61 (Second Draw)
Napleton Motor Corp.	62 (First Draw)
Napleton Urbana Imports LLC	65 (First Draw) and 65 (Second Draw)
Napleton's Park Ridge Lincoln Inc.	40 (First Draw) and 51 (Second Draw)
Napleton's River Oaks Cadillac, Inc.	48 (First Draw)
Napleton's Schaumburg Subaru, Inc.	32 (First Draw) and 28 (Second Draw)
Napleton's Countryside Motors, Inc.	26 (First Draw)
Napleton Schaumburg Motors, Inc.	20 (First Draw)
Napleton Libertyville, Inc.	22 (First Draw) and 28 (Second Draw)
Napleton's Autowerks of Bourbonnais, Inc.	9 (First Draw)
Napleton's Palatine Motors- Holding, Inc.	26 (First Draw)
Fran Napleton Lincoln, Inc.	18 (First Draw)
<del>Ed Napleton Oak Lawn Imports, Inc.</del>	<u>50 (First Draw)</u>
<del>Napleton Aurora Imports, Inc.</del>	<u>92 (First Draw)</u>
<del>Napleton's Goldcoast Imports, Inc.</del>	<u>30 (First Draw)</u>
<del>Steve Foley Cadillac, Inc.</del>	<u>69 (First Draw)</u>
<del>Napleton 1050, Inc.</del>	<u>38 (First Draw)</u>
<del>Napleton 6677, Inc.</del>	<u>10 (First Draw)</u>

1	<u>Napleton Fleet, Inc.</u>	<u>11 (First Draw)</u>
2	<u>North American Automotive Services, Inc.</u>	<u>103 (First Draw)</u>
3	<u>Oak Hill Marketing</u>	<u>28 (First Draw)</u>
4	<u>Sessler Ford, Inc.</u>	<u>50 (First Draw) and 50 (Second Draw)</u>
5	Napleton Carmel Motors, LLC	49 (First Draw)
6	Napleton's Autowerks of Indiana, Inc.	50 (First Draw)
7	Napleton Fishers Imports, LLC	32 (First Draw)
8	Napleton Carmel Imports, LLC	29 (First Draw)
9	Napleton 1301, Inc.	24 (First Draw) and 25 (Second Draw)
10	Napleton Italian Imports, LLC	19 (First Draw)
11	Napleton Twin Cities Imports, LLC	225 (First Draw)
12	Napleton Wayzata Motors, LLC	99 (First Draw)
13	Napleton Rochester Imports, LLC	28 (First Draw)
14	Ed Napleton St. Louis Imports, Inc.	60 (First Draw)
15	Napleton's Mid Rivers Motors, Inc.	60 (First Draw)
16	Napleton Hazelwood Imports, LLC	64 (First Draw)
17	Napleton Mid Rivers Imports, Inc.	39 (First Draw)
18	Napleton St. Louis Imports, LLC	56 (First Draw)
19	Napleton Autowerks Missouri, Inc.	38 (First Draw)
20	Napleton Wyoming Valley Imports, Inc.	101 (First Draw)
21	<u>Napleton's Ellwood Motors, Inc.</u>	<u>43 (First Draw)</u>
22	Napleton Brookfield Imports, LLC	137 (First Draw)
23	Napleton Bluemound Imports, LLC	125 (First Draw)
24	Napleton Autowerks Wisconsin, Inc.	19 (First Draw)
25	Napleton's North Palm Auto Park, Inc.	160 (First Draw)
26	Napleton Enterprises, LLC	127 (First Draw)

Napleton's Palm Beach Imports, LLC	59 (First Draw)
<u>EFN West Palm Motor Sales, LLC</u>	<u>95 (First Draw)</u>
Napleton Orlando Imports, LLC	43 (First Draw)
<u>Napleton Sanford Imports, LLC</u>	<u>37 (First Draw)</u>
<u>North Palm Motors, LLC</u>	<u>52 (First Draw)</u>
<u>North Palm Hyundai, LLC</u>	<u>51 (First Draw)</u>
<u>Clermont Motors, LLC</u>	<u>94 (First Draw)</u>
<u>Augusta Imports, LLC</u>	<u>37 (First Draw)</u>
<u>Macon Imports, LLC</u>	<u>24 (First Draw) and 27 (Second Draw)</u>
Total	<u>2,6423,556</u> (First Draw) and <u>258335</u> (Second Draw)*

\*The First Draw and Second Draw employee totals do not include employee numbers for ~~dozens of~~ dealerships that did not apply for PPP loans during the corresponding loan draw periods. Including employees for these dealerships would add many hundreds of additional employees to the totals.

#### VIII. CAUSES OF ACTION

##### A. FIRST CAUSE OF ACTION Submission of False Claim 31 U.S.C. § 3729(a)(1)(A)

~~167262~~. Relator incorporates all of the allegations in the above paragraphs as though fully alleged herein.

~~168263~~. A party makes a false claim when they knowingly present, or cause to be presented, a false or fraudulent claim for payment or approval. 31 U.S.C. § 3729(a)(1)(A).

~~169264~~. Defendants knowingly made false claims when they ~~certified~~submitted PPP loan applications certifying that they were eligible for PPP loans and that all information included with their application was true and accurate in material respects and when they submitted PPP loan forgiveness applications certifying that PPP loan proceeds were used for eligible purposes when Defendants were never eligible for PPP loans.

~~170265~~. Without these certifications, the United States would not have provided Defendants with the ~~millions of dollars~~at least approximately \$50,629,910 of PPP loans and

1 forgiven at least approximately \$44,246,337 of the PPP loans that Defendants received.

2 ~~171~~266. Without these certifications, the United States would not have provided  
3 lenders with ~~tens of thousands of an~~ estimated approximately \$1,609,814 dollars of loan  
4 processing fees.

5 ~~172~~267. The United States thus suffered actual damages of ~~millions of dollars at~~  
6 least approximately \$45,856,151 and should be awarded three times these damages and should  
7 be awarded maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(A).

8  
9  
10  
11 **B. SECOND CAUSE OF ACTION**  
12 **False Statement in Support of Claim**  
13 **31 U.S.C. § 3729(a)(1)(B)**

14 ~~173. Relator incorporates all of the allegations in the above paragraphs as though fully~~  
15 ~~alleged herein.~~

16 ~~268. Relator incorporates all of the allegations in the above paragraphs as though fully~~  
17 ~~alleged herein.~~

18 ~~174~~269. A party makes a false claim when they knowingly make, uses, or cause to  
19 be made or used, a false record or statement material to a false or fraudulent claim. 31 U.S.C. §  
20 3729(a)(1)(B).

21 ~~175~~270. Defendants knowingly made numerous false statements ~~about their size~~  
22 ~~when they did not identify or otherwise provide information on all affiliated entities~~ in their PPP  
23 loan and forgiveness applications.

24 ~~176~~271. Without these false statements, the United States would not have provided  
25 Defendants with ~~the millions of dollars at~~ least \$50,629,910 of PPP loans and forgiven at least  
26 approximately \$44,246,337 of the PPP loans that Defendants received.

27 ~~177~~272. Without these false statements, the United States would not have provided  
28

lenders with ~~tens of thousands of an~~ estimated approximately \$1,609,814 dollars of loan processing fees.

~~178273.~~ The United States thus suffered actual damages of at least approximately \$45,856,151 millions of dollars and should be awarded three times these damages and should be awarded maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(B).

**C. THIRD CAUSE OF ACTION  
Conspiracy to Violate the False Claims Act  
31 U.S.C. § 3729(a)(1)(C)**

~~179274.~~ Relator incorporates all of the allegations in the above paragraphs as though fully alleged herein.

~~180275.~~ A party violates the False Claims Act when it has conspired to commit a violation of particular subparagraphs of the Act, including subparagraphs (a)(1)(A), (B) or (G). 31 U.S.C. § 3729(a)(1)(C).

~~181276.~~ Defendants (including real estate holding companies) knowingly conspired to violate the False Claims Act when in connection with the Addendum A and all communications concerning Addendum A, they separately applied for PPP loans through various lenders, provided agreed to include incomplete and otherwise inaccurate information that did not identify the full size of affiliated entities and retained loan proceeds.

~~182277.~~ If not for Defendants' provision of information that did not identify the full size of affiliated entities and retention of loan proceeds, the United States would not have provided Defendants with the millions of dollars of at least \$50,692,910 of PPP loans and forgiven at least approximately \$44,246,337 of the PPP loans that Defendants received.

~~183278.~~ Without Defendants' provision of information that did not identify the full size of affiliated entities and retention of loan proceeds, the United States would not have provided lenders with ~~tens of thousands of an~~ estimated approximately \$1,609,814 dollars of loan processing fees.

~~184279.~~ The United States thus suffered actual damages of millions of dollars at

1 least approximately \$45,856,151 and should be awarded three times these damages and should  
 2 be awarded maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(C).

3 **D. FOURTH CAUSE OF ACTION**  
 4 **Avoidance of Obligation to Pay Government**  
 5 **31 U.S.C. § 3729(a)(1)(G)**

6 280. Relator incorporates all of the allegations in the above paragraphs as though fully  
 7 alleged herein.

8 ~~185281. Relator incorporates all of the allegations in the above paragraphs as~~  
 9 ~~though fully alleged herein.~~

10 ~~186.~~ A party knowingly makes, uses or causes to be made or used, a false record or  
 11 statement material to an obligation to pay or transmit money or property to the government, or  
 12 knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or  
 13 transit money or property to the government. 31 U.S.C. § 3729(a)(1)(G).

14 ~~187282.~~ Defendants knowingly avoided their obligation to pay the government  
 15 when they retained PPP loan proceeds where the proceeds were not used for eligible purposes.  
 16 This occurred when Defendants received First Draw PPP loan proceeds after the effective date of  
 17 the \$20 million PPP loan cap and were obligated to return the excess loan proceeds but instead  
 18 retained the excess loan proceeds.

19 ~~188283.~~ Because Defendants retained PPP loan proceeds, the United States lost  
 20 millions as much as \$26,768,746 of dollars First Draw PPP loans exceeding \$20 million PPP loan  
 21 cap and loan processing fees for potentially all First Draw PPP loans which are estimated at  
 22 approximately \$1,475,386.

23 ~~189284.~~ The United States thus suffered actual damages of millions of dollars as  
 24 much as \$28,244,132 and should be awarded three times these damages and should be awarded  
 25 maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(G).

26 **IX. PRAYER FOR RELIEF**

27 WHEREFORE, Relator respectfully prays that this Court:

28 a. Pursuant to the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*, enter a judgement

1 against Defendants for three times the actual damages that the United States of America has  
2 sustained because of Defendants' actions, plus the maximum civil penalty for each violation of  
3 31 U.S.C. § 3729;

4 b. Pursuant to 31 U.S.C. § 3730(d), award Relator the maximum amount of proceeds  
5 of this action allowed, including reasonable attorneys' fees and costs;

6 c. If the United States elects to intervene and proceed with this action, award Relator  
7 between 15% and 25% of the proceeds of this action or of any settlement in accordance with 31  
8 U.S.C. § 3730(d)(1);

9 d. If the United States does not proceed with this action, award Relator between 25%  
10 and 30% of the proceeds of this action or any settlement in accordance with 31 U.S.C. §  
11 3730(d)(2);

12 e. If the United States elects to pursue an alternate remedy, award Relator a share of  
13 that alternate remedy in accordance with 31 U.S.C. § 3730(c)(5);

14 f. Award the United States and Relator prejudgment and post judgment interest; and

15 g. Award the United States and Relator all other relief which they are reasonably  
16 entitled to receive.

17 **X. DEMAND FOR JURY TRIAL**

18 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Relator demands a jury  
19 trial.

20  
21 Respectfully submitted,

22 Dated: ~~October 7, 2024~~ August 25, 2025

23 Signature: \_\_\_\_\_

24 AARON EZROJ  
25 QUI TAM LAW, P.C.  
26 Attorney for Relator  
27  
28